Indispensable:
Health Insurance for guest students from all over the world

We are there for you in Germany

We offer foreign students, scholarship holders and visiting professors the medical cover they require in case of illness and we assume the costs of medical treatment for up to 24 months.

The benefits we pay at a glance

- Reimbursement at 100 % for out-patient medical treatment by general practitioners.
  Should you first consult a specialist without a referral, we will reimburse costs at 80 %.
- The costs of prescribed medicines and remedies will be reimbursed at 80%.
- In hospital, expenses shall be paid for treatment within the scope of general hospital services (formerly the 3rd level of care).
- You shall receive EUR 250.00 per term for pain-relieving dental treatment and necessary fillings for the alleviation of pain.
- Repatriation costs abroad up to EUR 5,000.00.

What should you do in the event of an illness?

- You have to visit a doctor, dentist or a hospital? No problem. Simply go there and take your certificate of insurance and passport with you.
- Please send us the original invoice from the doctor or hospital directly to us.
  We shall then transfer the reimbursable amount to your account.

Low cost health insurance cover for guest students in Germany

MONTHLY CONTRIBUTIONS IN EUROS FOR YOUR HEALTH INSURANCE COVER ACCORDING TO THE UC TARIFF

	Students/visiting professors	Visiting professors aged 40 to 59	
	Up to the age of 40	Men	Women
1. - 6. months	43.00	102.50	82.00
7. - 12. months	55.00	135.00	110.00
13. - 24. months	70.00	175.00	140.00

* We shall inform you regarding contributions payable from the age of 60 upon request.

Additional cover for the consequences of accidents

Supplementary accident insurance helps in the event of invalidity. Up to EUR 30,000.00 shall be payable depending on the severity of the impairment. In the event of death we shall pay up to EUR 10,000.00. For only EUR 3.50 per month.

Information regarding your insurance cover is detailed in the following and in the terms and conditions and information concerning the policy, in particular in the General Terms and Conditions of insurance and in the Tariff Terms and Conditions.

AXA
FÜR IHRE SICHERHEIT
FÜR IHR VERMÖGEN

Für Vertrauen im Leben

(01.08) UC

Important information regarding your insurance cover according to the UC tariff or: Frequently Asked Questions.

Applying for insurance is so easy!

- You wish to cover yourself against the costs of medical care? It couldn't be simpler.
  Simply complete the application, sign it, enclose proof of your studies and a copy of your passport and send everything off to AXA Krankenversicherung – that's all there is to it!
- **Please read the description of benefits and the important declarations regarding your application <u>prior</u> to submitting your application.**
- Your insurance cover attaches upon receipt of the first premium.
  We shall collect the premium for your health insurance from your account on a monthly basis.
  The premium shall change automatically (6, 12 or 24 months) depending on the length of your stay.
  If we cannot collect a premium through your fault, we will have to invoice you for any bank charges we incur.

Other important information!

- The policy period is 24 months maximum. An extension is not possible.
  If one or several temporary previous insurance policies have already existed for you either with AXA or with any other German health insurance provider, we hereby draw your attention to the fact that the total period of temporary health insurance policies is not permitted to exceed 60 months.
- Termination of the policy before the end of 24 months is possible as of the end of each month; just simply send us a fax.

What is not covered?

Exclusions from cover:

- illnesses which started or were treated up to 6 weeks before the commencement of insurance.
- illnesses and accidents caused deliberately including their consequences and treatment for addictions,
- psychiatric treatment,
- examination and treatment as a result of pregnancy, childbirth, miscarriages and abortion and any consequences thereof,
- for dental prosthesis, including crowns and orthodontic surgery,
- all medical aids (e.g. optical aids or contact lenses) and physiotherapy (massages, baths).
- preventative examinations,
- health resort treatment.

Who should you contact?

- Please ensure that the documents, for example invoices and medical reports, are **original documents** and send these to:

  AXA Krankenversicherung AG,
  FVS-Spezialversicherung,
  50592 Köln.
  Further contact information:
  TEL. 02 21/148-3 64 25
  FAX 02 21/148-3 62 80
  E-mail fvs@axa.de

- Please quote your insurance certificate number in all correspondence. This enables us to process your requests and queries quickly.

What should you observe in the event of an illness?

- Always present your certificate of insurance and your passport when seeking treatment.
- When you complete the application you are required to provide your German bank account details. Reimbursements for the invoices you submit shall be paid to this account.
- It is not possible for us to pay benefits directly to doctors or chemists!
- Each invoice – including those of the doctor administering treatment in a hospital – must contain the description of the illness, disease or complaint (diagnosis), the dates of treatment and the figures of the scale of charges in accordance with which the person providing treatment calculates his or her fees.
- Please note that your invoices will not be reimbursed if your premiums are not paid up.

(01.08) UC

Application and confirmation of insurance
Foreign travel health insurance for foreign students, scholarship holders and visiting profess visiting Germany **Tariff UC** (RVNR 9915) with AXA Krankenversicherung AG

Reply by fax to:
02 21 /148 – 3 62 57

Please complete in BLOCK LETTERS Please submit proof of studies and a copy of your passport with your application.
Upon receipt of the application we will provide you with your certificate of insurance number in the form of a special notice.
For information purposes only! The wording of the German application form and attachments is legally binding.

☒ **I hereby apply to take out insurance cover according to the UC tariff**
according to the provisions of the General Terms and Conditions of Insurance (AVB-R 01.2008).

Agents:

ZN/VD	BD	AB	Agent no.:
57	34	00	0852

Applicant/ Policyholder = person to be insured

☐ Mr. ☐ Mrs./Ms.

Surname, First name _____ Date of birth _____

Full address in Germany _____ Nationality _____

University, Polytechnic, Educational Institute attended _____ Passport no. _____

☐ Student, scholarship holder ☐ Visiting professor

Health insurance premium

Per month commenced in EUR, please consult Appendix Part II AVB-R for UC tariff, Section c

Premium payment period	Students/Visiting professors up to the age of 40	Visiting professors aged 41 to 59	
		Men	Women
1. - 6. months	43.00	102.50	82.00
6 . - 12. months	55.00	135.00	110.00
12. - 24. months	70.00	175.00	140.00

* We shall inform you regarding premiums payable from the age of 60 upon request.

Personal accident Insurance

In addition, I hereby apply to AXA Versicherung AG to take out accident insurance (case of disability EUR 30,000; in the event of death EUR 10,000).against payment of a monthly premium of EUR 3.50 ☐ **YES**

Commencement of insurance

0	1							

Commencement of insurance

Policy term
Insurance cover is applied for for the maximum period of 2 years. It is not possible to extend the term of insurance beyond this period of two years.

Revocable direct debit authorisation

Policyholder's bank account details (The premium can only be collected by direct debit.)

Financial institute _____ Account no. _____ Bank sort code _____

Important for applicant = person to be insured

! I am aware that the conclusion of a health insurance policy according to the UC tariff is only possible if temporary health insurance policies did not exist previously for a period of longer than three years either with AXA or with any other insurance provider. I hereby confirm that in consideration of the policy period of two years under the UC tariff, the maximum period of five years for several consecutive temporary health insurance policies is not exceeded.

! Please also read the following declarations and information before you sign this application. Among other things, these include authorisations for release from the obligation to preserve professional secrecy and for data processing; they form important constituent components of the policy. With your signature you make the declarations and information part of this application. With my signature I consent to the following printed declaration concerning data protection.

! You can revoke your declaration of consent in writing within 14 days of conclusion of the policy (see No. 3 Consumer Information). A declaration in written form, e.g. by fax or e-mail stating your full name shall suffice. The dispatch of the written revocation within this set period is considered to be observance of this time limit. The revocation must be sent to AXA Krankenversicherung AG, Colonia Allee 10-20, 51067 Köln/Cologne. Insofar as the attachment date stated in this application is earlier than the date of our receipt of your revocation, we shall have the right to that part of the premium payable for the period prior to our receiving your revocation.

Signature

✘

Place, Date _____ Policyholder's signature _____

Confirmation insurance:

Insurance cover is provided for the above-named person(s) according to the UC tariff in accordance with the General Terms and Conditions of Insurance.
Please retain the original of this certificate as your confirmation of insurance.

ppa. Eckhard Fuhr

AXA Krankenversicherung AG, Cologne (G. Schlösser) (E. Fuhr)

Important declarations of the applicant and person(s) to be insured and important information

Applicable law

German legislation shall apply to the policy (see nos. 5 and 6 of the consumer information).

Place of jurisdiction

(1) Legal action taken against the policyholder arising from the insurance policy are subject to the jurisdiction of the court in the town of the policyholder's permanent place of residence or, failing this, his habitual place of residence.
(2) Legal proceedings against the insurer may be brought before the court in the town of the policyholder's permanent or habitual residence or before the court in the town where the insurer has its head office.

(3) If, after the conclusion of the policy, the policyholder relocates his permanent or habitual place of residence to a state which is not a member state of the European Union or a contracting state of the Treaty on the European Economic Area, or if his permanent or habitual place of residence is in one of the above states at the time of conclusion of the policy or if his permanent place of residence or habitual place of residence is not known at the time the proceedings are brought, the court at the location of the head office of the insurer has jurisdiction.

Minimum policy term/Policy period

The insurances policy commences and expires according to the tariff and the times and dates agreed in the application.

Declaration of consent

I. Importance of this declaration and revocation

We require your personal data in particular for the appraisal of the risk to be insured (risk assessment) in order to prevent any abuse of the insurance, to verify our obligation to perform, to provide you with advice and information and in general for the processing of the application, policy and benefits.

According to current data protection laws, personal data can only be recorded, processed or used (use of data) if this is expressly permitted or directed by law or if an effective declaration of consent has been presented by the party concerned.

According to the (German) Federal Data Protection Act (BDSG), the use of you **general personal data** (e.g. age and address) is permitted if this serves the purpose of a contractual relationship or a relationship of trust similar in nature to a contractual relationship (§ 28 para. 1, no. 1 BDSG. The same applies provided this is required to safeguard the justified interests of the entity responsible and there is no reason to assume that the interest deserved of protection of the party concerned outweighs the preclusion of processing or use (§ 28 para. 1, no. 2 BDSG). The application of these regulations in practice often requires a comprehensive and time-consuming individual case inspection. This is not required if a declaration of consent has been presented. In addition, this declaration of consent permits the usage of data also in cases not covered by the regulations of the (German) Federal Data Protection Act. (compare here section II).

Special types of personal data are safeguarded more intensely (in particular data regarding your health). As a rule, we are only permitted to use this data once you have provided us with your express consent hereunder. (compare here section III).

With the following declarations re. sections II and III, you also permit the usage of data which is actually subject to the special legal protection of personal secrets according to § 203 of the German penal code.

These declarations are effective from the time of submission of the application. They are effective irrespective of whether the insurance policy is subsequently concluded or not. You have the right to revoke these declarations for the future at any time, in part or in full. However, this does not affect statutory data processing authorisations. If the declarations are refused either partially or in full, this may mean that an insurance policy cannot be concluded.

II. Declaration for the use of your general personal data

I hereby consent that my personal data may be used subject to compliance with the principles of data economy and data avoidance

1. a) for risk appraisal, processing of insurance policy(-ies) and for the examination of the obligation to perform;

   b) to be passed on to the intermediary (intermediaries) responsible for me, providing this serves the orderly processing of my insurance affairs;

2. for the appraisal of risk by means of the exchange of data with the previous insurer, which I have named at the time of my application;

3. for the common management of data collections of the AXA Group companies (to which the DBV Winterthur companies also belong and which can be called up under www.axa.de or which I will be notified of upon request) in order to process transactions quickly, effectively and cost-efficiently with regard to applications, policies and benefits (e.g. correct allocation of your correspondence or insurance contributions). These data collections contain data such as name, address, date of birth, client number, insurance policy number(s), account number, bank sort code, the nature of existing insurance policies, other contact data etc.;

4. for the appraisal of risk and processing of reinsurance. This is performed by means of transfer to and for use by those reinsurers who are responsible for the inspection of my proposed risk or for securing it. Securing the risk with reinsurers, domestic and foreign, serves to balance the risk assumed by the insurer and this is therefore also in the interests of the policyholders. In some cases, the reinsurers make use of further reinsurers to whom they also submit relevant data if and to the extent required; .

5. by other companies / persons (service providers) within and outside of the AXA Group, to whom the insurer or a reinsurer transfers the management of tasks and duties either in full or in part (e.g. service providers). These service providers are appointed to process applications, policies and benefits as quickly, effectively and as cost-efficiently as possible. This does not involve any extension of the purpose of the use of data. Within the framework of the fulfilment of their tasks and duties, the service providers are obliged to secure an appropriate level of data protection, to guarantee the purposeful handling of data within the legal bounds and to observe the principle of secrecy.

6. for the prevention of any abuse of the insurance for the risk appraisal and for the clarification of claims arising from the insurance policy through the usage of the company's own databases and by means of enquiries by the association of private health insurers e.V., Cologne (PKV) placed with other private health insurance providers. Consequently, personal data relating only to the specific case in question can be exchanged between the insurer seeking information and the insurer who holds that information;

7. for the provision of advisory services and information regarding insurance and other financial services by

   a) the insurer, other AXA Group companies and the intermediary responsible for my affairs;

b) co-operation partners of the insurer (which can be called up in the Internet under www.axa.de or which I will be notified of upon request); if favourable conditions are granted on the basis of co-operations with unions/associations, I agree to the insurer comparing data with the unions/associations for the purpose of verifying whether a corresponding membership exists,

8. for the processing of the application, policy and benefit, that the insurer obtains information regarding my general payment record. This can also be performed by another AXA Group company or information agency (e.g. Bürgel, Infoscore, Creditreform, SCHUFA).

9. for the processing of the application, policy and benefit, that the insurer, an AXA Group company or an information agency obtains an appraisal of my solvency status or of the client relation record (scoring) on the basis of mathematical, statistical procedures.

You may request us at any time to send you copies of the declarations you have submitted with regard to your policy.

III. Declarations for the release from the obligation to preserve professional secrecy and for the usage of data regarding health

Release from the obligation to preserve professional secrecy

The information you provide prior to conclusion of the policy regarding your state of health will be checked as far as this is expedient

It may also be expedient for the appraisal of our obligation to pay benefits for us to examine the information upon which you base your claims or which arise from the documents submitted to us (e.g. invoices, prescriptions, medical appraisals) or notices for example provided by a hospital or a doctor. This examination under inclusion of health data shall only be conducted if and when required (e.g. questions regarding a diagnosis, the course of treatment or invoicing).

You provide the following declaration to enable such an examination or appraisal to be conducted.

a) For the purpose of risk appraisal, I hereby release from their obligation to preserve professional secrecy any doctors, carers and hospital service personnel, other medical institutions, care homes, personal insurers, statutory health insurance providers as well as employer's liability insurance associations and authorities as far as I have been examined, received advice or have been treated or insured by them or have applied to them for insurance in the ten years prior to submitting this application.

b) If after conclusion of the policy the insurer has definite grounds to believe that the information provided in the application was either incorrect or incomplete, thereby influencing the appraisal of the risk, the above release from the obligation to preserve professional secrecy shall apply accordingly until 10 years have lapsed since the conclusion of the policy. This shall also apply beyond my death.

c) For the purpose of the examination of the obligation to perform, I hereby release those persons and institutions specified under a), named in the presented documents or involved in medical treatment, from their obligation to preserve professional secrecy.

d) I release members of the insurance company and its service companies from their obligation to preserve professional secrecy inasmuch as data regarding health is passed on to medical consultants or medical experts.

We will only collect health data according to paragraphs a), b) and c) after having pointed out to you that you can object to the investigation. You can also, at any time, demand that data is only collected if you have agreed to the respective individual investigation. However, this does not affect the obligation to furnish supporting documents for the purposes of risk appraisal, processing of the policy and for the examination of the obligation to indemnify. Delays in our examination of our obligation to perform on the merits and in terms of amount must be anticipated.

Usage of data

You provide the following declarations in order to permit the usage of data:

a) I hereby consent to the usage of the health data arising from the above-stated releases from the obligations to preserve professional secrecy or information declared by me or transfered for the appraisal of the risk and the examination of benefits. The principles of data economy and data avoidance shall be observed.

In addition, I hereby consent to the usage of the health data arising from the above-stated releases from the obligations to preserve professional secrecy or information declared by me or transferred for the appraisal of the risk and the examination of benefits subject to observance of the principles of data economy and data avoidance within the meaning of section II, no. II (risk examination and policy processing), no. 2 (exchange of data with the previous insurer), no. 4 (reinsurance), no. 5 (outsourcing to service providers), no. 6 (combating abuse) and no. 8 (consultation and information).

No health data is passed on to the PKV-Verband (German association of private health insurance providers) within the scope of section II. 6. For the purpose of combating abuse within the scope of a special group database, health data may only be accessed and used by health, accident and life insurers (section II. 6). Within the scope of consultation and information (section II. 7), health data may only be passed on to my intermediary provided that there is a specific reason for this within the scope of the form of contract with the life, health and accident insurance insurance company.

IV. Declaration for additional insureds

I hereby submit these declarations also on behalf of my children to be additionally insured hereunder as well as for any additionally insured persons I legally represent, who are not in a position to appraise the significance of these declarations.

Reimbursement

Please ensure that any documents you send, for example invoices and medical reports, are original documents.

AXA Krankenversicherung AG, Bereich Spezialversicherungen, 50592 Köln, Telephone:

Telephone: 02 21 /148-2 30 09 / Fax: 02 21/148-3 62 80.

Please quote your insurance policy number at all times.

Should you submit your initial claim to your statutory health insurance provider, we require copies of the invoices stating the amount and items reimbursed by the statutory health insurance provider.

24-Hour Customer Service

Repatriation is necessitated for medical reasons. You require assistance and support?

Please call us – we will organise everything on your behalf. Our service telephones are open around the clock - please call:

International dialling code for Germany (as a rule 0049) 180 3 -55 66 22*.

* 9 cents per minute (or partial minute) on the German landline, if applicable deviating mobile phone rate.

Validity

The conditions set down in this brochure are only valid for applications submitted after 31.12.2007.

AXA Krankenversicherung AG (AXA Health)

Colonia-Allee 10 -20, 51067 Köln, Postal Address: 50592 Köln,
Internet: www.AXA.de
Company location:
Cologne Commercial registry entry Cologne HR B-Nr. 1012
Sales tax identification no.:DE 122786679
Chairman of the Supervisory Board Dr. Frank W. Keuper
Management Board: Gernot Schlösser, Chairman,
Jörg Arnold, Thomas Michels; Dr. Patrick Dahmen (stv.)

Valid from 01.08

Conditions of Insurance and informations

Health Insurance

January 2008

Consumer information in accordance with § 10a, paragraph 1 of the German Insurance Supervision Act (VAG) and § 48a of the German Insurance Contract Act (VVG)

1. Who is your contractual partner?

Your contractual partner is AXA Krankenversicherung AG, represented by the management board, Colonia Allee 10 – 20, 51067 Köln, registered in the Cologne Commercial Registry, registry number HR B 1012.

Our main business activity is the operation of private health insurance of all kinds and of related supplementary insurances.

2. Who else can you contact?

AXA Krankenversicherung AG, Firmen, Verbände & Spezialgeschäft, 50592 Köln
or by e-mail to fvs@axa.de or phone under 02 21 / 148 – 3 64 25.

3. How is your policy with us brought about?

The policy is brought about if and when we accept your application for insurance. The latter happens if and when we accept your application by issuing a certificate of insurance or a declaration.

However, you have the right to object to the conclusion of the policy or withdraw your application. In this context, we refer to the information written in bold type at the end of the accompanying letter sent to you with the certificate of insurance and all other policy documents.

If the insurance is based on a master policy, the insurance policy is brought about by means of registration under the corresponding master policy.

4. Can you request us to send you copies of your declarations?

You may request us at any time to send you copies of the declarations you have submitted with regard to your policy .

5. By what terms and conditions, tariffs, benefit provisions and law is this policy governed?

The following apply:

- the terms and conditions and tariffs specified in the certificate of insurance, from which the provisions on the relevant benefits arise.
- German law.

6. What contractual language do we use?

All the policy conditions and information are in German. During the policy term, we will communicate with you in German.

7. What are the essential features of your insurance?

You can derive this information either from the certificate of insurance, from the enclosed information or from the block policy..

8. How long is the policy term?

The insurance policy commences and expires according to the tariff and the times and dates agreed in the application.

9. How high is the premium contribution and what is the mode of premium payment?

You can derive this information either from the certificate of insurance, from the enclosed information or from the block policy.

10. What are the consequences if you fail to pay or do not pay on time?

If you do not pay your first premium or do not pay it on time, we shall be entitled to withdraw from the policy. Insurance cover shall attach at that point in time specified in the certificate of insurance (attachment date), however not prior to the conclusion of the insurance policy (in particular the receipt of the certificate of insurance or written declaration of acceptance, q.v. § 2 of the general terms and conditions –AVB- upon which this policy is based).

If you do not pay a subsequent contribution or do not pay it on time, we will send you a written reminder, subject to a fee. In the reminder we will allow you a payment period of at least two months. If you do not settle the payment arrears within this period, your insurance cover will lapse or be reduced.

Details may be taken from § 8 of the General Terms and Conditions of Foreign Travel Insurance and §§ 37 and 38 in conjunction with § 194 (2) of the German Insurance Contract Act (Versicherungsvertragsgesetz (VVG)).

11. Can you cancel your insurance prematurely?

No.

12. Can you have your insurance converted to a paid-up policy (i.e. exempt from further premium payments)?

No.

13. Are there any extra fees or costs?

No additional costs or fees will be charged.

14. What applies in respect of profit shares and profit calculation?

Old-age reserves shall not be formed in the case of health insurance policies with a maximum policy period (limited health insurance). Therefore, the principles for the calculation of profits and profit-sharing shall not apply.

This shall also apply in the case of foreign travel health insurance policies.

15. What are the risks?

Since no ageing reserve is established, there are no risks.

16. What taxes (social security and other) are levied on your insurance?

None.

17. Which is the competent supervisory authority?

The competent supervisory authority is the

Bundesanstalt für Finanzdienstleistungsaufsicht (Federal Supervisory Authority for Financial Services)
Graurheindorfer Strasse 108 53117 Bonn
Fax: 02 28 / 4108 08 -15 50
E-mail: poststelle@bafin.de
Website: www.bafin.de

18. Who can you turn to if you have a complaint?

You can contact the supervisory authority named under 17. Alternatively, you may wish to contact:

PKV-Ombudsmann e.V.
Leipziger Str. 104
10117 Berlin
Tel.: 0180/2 55 04 44
Fax.: 030/20 45 89 31
Website: www.pkv-ombudsmann.de

The time limit for filing a complaint is one year as from receipt of the insurer's written decision. However, if AXA is released from its obligation to perform according to § 12 III VVG, a complaint to the ombudsman is not possible.

19. Is there a guarantee fund or another arrangement for compensation in case a German health insurer becomes insolvent?

Yes, Medicator AG, based in 50968 Köln, Bayenthalgürtel 26, Cologne Commercial Registry HR B Nr. 51411.

All other information of relevance to the policy may be taken from the application, the insurance certificate, the General Terms and Conditions of Insurance with the tariff provisions, and the tariffs.

as per: 01.08

General Terms and Conditions of Insurance (AVB -R) for the insurance of medical treatment costs and in-patient daily sickness benefits during travels

Part 1: GENERAL TERMS AND CONDITIONS

§ 1 Subject, scope and territory of insurance cover

(1) The insurer provides insurance cover for illnesses, accidents and other events specified under the policy. Where agreed, the insurer provides additional services directly related to these. In the case of an unforeseeable loss event occurring abroad, the insurer assumes the costs of medical treatment incurred abroad and provides any other benefits agreed.

(2) An insured event is defined as medically necessary treatment of an insured person due to illness or accident. An insured event commences upon receipt of medical treatment; it terminates when, according to the medical findings, further medical treatment is no longer required.

Death is also deemed to be an insured event.

(3) The scope of the insurance cover is specified in the certificate of insurance, any subsequent written agreements, these terms and conditions of insurance and the statutory provisions of the Federal Republic of Germany.

(4) The state in which the insured person has a permanent place of residence or permanently exercises his or her profession is not deemed to be a foreign country.

(5) Persons travelling abroad on a temporary basis only are eligible for cover if the tariff does not provide otherwise. The eligibility for insurance of foreigners entering the Federal Republic of Germany is governed by special terms and conditions.

§ 2 Commencement of insurance cover

(1) Insurance cover commences at the specified point in time (inception of insurance), but not before the conclusion of the insurance policy, not before payment of the premium and not before crossing the border into a foreign country. Granting permission for executable direct debit transfers is deemed to be equal to payment of premium.

(2) Trips abroad involving a departure from the Federal Republic of Germany before the commencement of the insurance are excluded from the insurance.

(3) No benefits are paid for events which occurred prior to commencement of the insurance cover.

§ 3 Conclusion and period of policy

(1) The insurance policy is concluded through the insurer accepting an application for insurance. The application for insurance must be made on the designated form. The acceptance of the application for insurance is effected through the delivery of the certificate of insurance.

If insurance is applied for on the payment form designated by the insurer, the policy is deemed to be effected on the date of payment of the premium (date stamp of post office, financial institute or accounting office is decisive), subject to the insurer receiving the duly completed application. The payment voucher handed over to the applicant by the post office, bank or the like is deemed to be the certificate of insurance.

(2) If the policyholder has entered a premium which is incorrect according to the tariff in the application for insurance, the insurance application is deemed to have been made with the tariff premium where the premium is paid by direct debit (§ 8, paragraph (2)).

(3) The period of insurance is governed by the tariff. In the event of the death of an insured person, the contractual relationship with that person ends. In the event of the death of the policyholder, the contractual relationship with the additional insured persons remains unaffected.

§ 4 Scope of insurer's liability to pay

(1) Insured persons are free to select the registered medical practitioners and dentists they wish to consult.

(2) Drugs and dressings are only covered by the insurance if prescribed by the parties named in para. 1.

(3) In the case of medically necessary in-patient treatment, the insured person has the free choice of public hospitals which are permanently managed by physicians, have sufficient diagnostic and therapeutic facilities and keep medical records.

(4) The type and size of the insurance benefits is governed by the tariff. Where the refund of evacuation or repatriation costs is agreed, the following applies:

a) The evacuation of a person who has been taken ill must be deemed medically necessary, ordered by a medical practitioner and generally be carried out to the place where the patient had a permanent residence upon inception of the insurance policy, or to the nearest suitable hospital to such place of residence.

b) Repatriation costs are the direct costs of the repatriation of an insured person who has died during the trip away from home to the place of residence existing at the beginning of the insurance policy. Funeral expenses incurred abroad may be reimbursed instead of repatriation costs up to the sum specified in the tariff for repatriation costs. Repatriation costs and funeral expenses shall not be indemnified if the costs of treating the illness/accident leading to death would not have been indemnifiable.

(5) The insurer shall pay compensation within the scope of the policy for medical examinations and methods of treatment and medicines which are, in the majority of cases, recognised by traditional medicine in the Federal Republic of Germany or in the country of temporary residence. In addition, the insurer shall award compensation for methods of treatment and medicines which have proven to be just as successful in practice or which are applied because no traditional methods or medicines are available; however, the insurer is entitled to reduce compensation to the amount which it would have cost to use traditional methods and medicines.

§ 5 Limitation of insurer's liability

(1) The insurer is not liable to pay

a) for illnesses and consequences of an accident the treatment of which was the trip abroad, or for treatment which was known to be required in the course of the planned journey, unless the journey took place because of the death of the spouse or a first-degree relative.

b) for illnesses /accidents caused by warlike events or participation in civil commotion during the journey, including the ensuing consequences or deaths

c) for illnesses and accidents caused deliberately, including their consequences, or for the treatment of addictions;

d) for the treatment of mental and psychological disorders and illnesses or for hypnosis or psychotherapy;

e) for examinations and treatment due to pregnancy, childbirth, miscarriage and abortion or any consequences thereof. Costs shall, however, be indemnified if medical attendance is necessary due to acute complications in pregnancy including miscarriage in the country where the insured person is staying;

f) for dental prosthesis, including crowns and orthodontic surgery;

g) for medical aids;

h) for health resort and sanatorium treatment or for rehabilitation measures;

i) for out-patient medical treatment at a spa or health resort. This limitation does not apply if medical treatment becomes necessary during a temporary stay due to an illness or accident which is not connected to the purpose of the stay;

j) for treatment administered by the spouse, parents or children. Material costs will be reimbursed.

k) for accommodation necessitated by nursing-care or safekeeping requirements;

l) for sterility treatment and artificial insemination.

(2) Should medical treatment or another measure for which benefits are agreed exceed the medically necessary degree, or if the fee charged is inappropriate, then the insurer may reduce the benefit payments to an appropriate amount.

(3) Should the insured person be entitled to benefits from statutory health, accident or annuity insurance carriers or to statutory medical care or accident compensation, the insurer shall only be liable for those costs which remain necessary despite such benefits paid.

§ 6 Payment of insurance benefits; submission of supporting documents

(1) The insurer is only liable to pay when presented with original invoices and any required supporting evidence; such documents then become the property of the insurer. If the original documents have been presented to another insurer (e.g. as named under § 5, paragraph 3) for indemnification, duplicates of the invoices will suffice providing the other insurance company has noted the indemnity it has awarded thereupon.

(2) All documents must feature the name of the attending physician, the first name, surname and date of birth of the person treated, and a description of the ailment(s) along with the treatment dates; prescriptions must clearly state the prescribed medication, the price and the annotation of receipt. In the case of dental treatment, the documents must detail the teeth treated and the type of treatment carried out on them. Benefit payments or their rejection by the insurance carriers named in § 5, paragraph 3 must be evidenced.

(3) To prove that an evacuation was clinically necessary, a doctor's certificate of its clinical necessity must be submitted.

(4) If claims are made for compensation of repatriation costs or funeral expenses, an official or medical certificate of the cause of death must be submitted.

(5) The insurer is obliged to pay the insurance benefits to the insured person if the policyholder has named such person to the insurer in writing as the beneficiary for the insurance benefits. If this precondition has not been fulfilled, then only the policyholder may demand the insurance benefits.

(6) Costs incurred in a foreign currency will be converted into euro at the exchange rate valid on the date the insurer receives the receipts. The exchange rate of the day shall be the official euro exchange rate at the European Central Bank. In the case of non-traded currencies for which no reference rates are set, the rate according to the most recent version of the "Exchange Rate Statistics" published by Deutsche Bundesbank in Frankfurt/Main shall apply, unless the insured person proves by means of a bank slip that the currency required to pay the invoices was purchased at a poorer rate of exchange.

(7) The cost of transferring insurance benefits to a foreign account or of special types of remittance chosen upon the insured person's instructions may be deducted from the benefits.

(8) Rights to insurance benefits can be neither subrogated nor pledged.

(9) For the rest, the conditions governing the insurer's liability to pay are set down in § 14 VVG (German Insurance Contract Act; see Appendix).

§ 7 Expiry of insurance cover

(1) The insurance cover terminates at the agreed point in time, but at the end of the trip at the latest, including cover for pending claims.

(2) If the return journey is not possible by the agreed point in time for medical reasons, the insurer's liability to pay indemnifiable claims shall continue beyond the agreed point in time until the insured person is able to be transported again.

Once the insured person is able to be transported again, should he object to medically justifiable, reasonable return transportation to his home country, the insurer's liability shall end on the day of the objection by the insured person.

§ 8 Payment of premiums

(1) The premium is a single premium. It results from the tariff and is payable upon conclusion of the insurance policy at the latest.

(2) The tariff may prescribe payment of the premium by direct debit order. In this case, the legally valid direct debit authorisation shall be deemed to be the premium payment if the insurer was subsequently able to debit the premium.

§ 8a Premium adjustment

Within the contractually agreed benefits, the benefits paid by the insurer may change, e.g. due to increasing medical treatment costs, more frequent use of medical services or rising life expectancies. Therefore, at least once a year the insurer compares the required insurance benefits with the benefits and mortalities calculated for each tariff where the insurer's right of ordinary cancellation is ruled out contractually or by law.

To the extent necessary according to the result of this review, the premiums are adjusted subject to the applicable legal requirements. The premium adjustments take effect at the beginning of the second month following notification of the policyholder.

In the event of an increase in premium, the policyholder may cancel the insurance policy within one month of receiving notice of the increase with effect from the date when the premium is due to increase. The policyholder may cancel the insurance policy up to the date when the adjustment takes effect, even if the deadline of one month has already expired at this point in time.

§ 8b Amendments to the General Terms and Conditions of Insurance

(1) The General Terms and Conditions of Insurance may, if the insurer's right of cancellation is ruled out contractually or by law, be amended with effect for existing insurance policies, for the remainder of the current insurance year as well (see tariff), on the basis of the applicable legal provisions if such amendment appears necessary in order to sufficiently safeguard the interests of the insured persons

a) in the case of a not just temporary change in the state of the public health system,

b) in the event that terms and conditions are pronounced invalid in court, if the replacement thereof is necessary in order to uphold the policy,

c) in the case of amendments to laws upon which the terms and conditions of the insurance policy are based,

d) in the case of changes to supreme court rulings or to administrative practices of the Federal Supervisory Authority for Financial Services or of cartel offices which directly affect the insurance policy.

With regard to the letters c and d, an amendment is only permissible where it relates to §§ 1, 2, 3, 4, 5, 7, 8, 9, 10, 13, 14 para. 2 AVB-R.

(2) Amendments pursuant to paragraph 1 shall become effective at the beginning of the second month after the policyholder has received notification thereof.

(3) In the event of an adjustment of terms and conditions, the policyholder may cancel the insurance policy within one month of receiving notice of the amendment, and such cancellation will take effect on the date when the amendment is due to take effect. The policyholder may cancel the insurance policy up to the date when the adjustment takes effect, even if the deadline of one month has already expired at this point in time.

§ 9 Obligations

(1) The policyholder or the insured person named as beneficiary (cf. § 6 para. 5) must submit all documents by the end of the third month after the end of the trip at the latest; any hospital treatment must be reported within 10 days of its commencement.

(2) The policyholder or the insured person named as beneficiary (cf. § 6 para. 5) must, at the insurer's request, provide any information necessary to ascertain the claim or the insurer's liability to indemnify and the extent thereof.

(3) Upon the request of the insurer, the insured person shall be obliged to undergo a medical examination by a doctor appointed by the insurer.

§ 10 Consequences of breach of obligations

With the restriction prescribed by § 28, sections 2 - 4 of the German Insurance Contract Act (VVG – see Appendix), the insurer shall be free from liability to pay if one of the obligations specified in § 9 is breached.

The knowledge and negligence of the insured person shall be put on a par with the knowledge and negligence of the policyholder.

§ 11 Duties and consequences of breach of obligations relating to claims against third parties

(1) If the policyholder or an insured person has claims for compensation against third parties, then, notwithstanding the statutory assignment of claims according to § 86 VVG (see Appendix), that person is obliged to subrogate such claims in writing to the insurer up to the amount in which compensation is paid under the insurance policy (reimbursement of costs, non-cash benefits and services).

(2)The policyholder or the insured person must protect his claim to compensation or right serving to safeguard such claim in compliance with the applicable formal and temporal requirements and contribute towards its enforcement by the insurer where necessary.

(3) Should the policyholder or an insured person deliberately violate the obligations specified in subsections 1 and 2, then the insurer is not liable to pay to the extent that it cannot obtain any compensation from the third party as a consequence. In the event of a grossly negligent breach of the obligation, the insurer is entitled to reduce the indemnification in proportion to the degree of negligence.

(4) Where the policyholder or an insured person is entitled to the repayment of fees paid without legal grounds from a provider of services for which the insurer has paid compensation on the basis of the insurance policy, then subsections 1 to 3 apply accordingly.

§ 12 Offsetting claims

The policyholder may only offset payment demands made by the insurer as long as the counterclaim is uncontested or has been deemed legally valid.

§ 13 Notifications and declarations of intent

Notifications and declarations of intent to the insurer must be in writing, if "text form" is not expressly stipulated.

§ 14 Place of jurisdiction

(1) Legal action taken against the policyholder arising from the insurance policy are subject to the jurisdiction of the court in the town of the policyholder's permanent place of residence or, failing this, his habitual place of residence.
(2) Legal proceedings against the insurer may be brought before the court in the town of the policyholder's permanent or habitual residence or before the court in the town where the insurer has its head office.
(3) If, after the conclusion of the policy, the policyholder relocates his permanent or habitual place of residence to a state which is not a member state of the European Union or a contracting state of the Treaty on the European Economic Area, or if his permanent or habitual place of residence is in one of the above states at the time of conclusion of the policy or if his permanent place of residence or habitual place of residence is not known at the time the proceedings are brought, the court at the location of the head office of the insurer has jurisdiction.

Valid from 01/08

Excerpt from VVG:

§ 14

(1) Indemnification payments on the part of the insurer are payable upon completion of investigations necessary to ascertain the claim and the sum of indemnity payable on the part of the insurer.

(2) If such investigations have not been completed by the end of one month after notification of the claim, the policyholder can demand part payments amounting to the minimum which the insurer will probably have to pay.

The deadline is suspended as long as the investigations cannot be completed through a fault of the policyholder.

(3) Any agreement according to which the insurer is exempt from the obligation to pay is invalid.

§ 19 Precontractual duty of disclosure

(1) Before submitting his declaration of intent to conclude the policy, the policyholder is obliged to disclose to the insurer the material facts known to him which the insurer has requested in writing and which are important for the decision taken by the insurer to conclude the policy with the agreed content. If the insurer asks questions within the meaning of sentence 1 after the policyholder has released his declaration of intent to conclude the insurance policy but before conclusion of the policy, then the policyholder is also obliged to disclose such information.

(2) If the policyholder is in breach of his duty of disclosure according to para. 1, the insurer may withdraw from the contract.

§ 28

(2) Where the policy stipulates that the insurer is not liable to pay in the event of breach of a contractual obligation to be fulfilled by the policyholder, then the insurer is exempt from liability if the policyholder deliberately violated the obligation. In the event of a grossly negligent breach of the obligation, the insurer is entitled to reduce the indemnification in proportion to the degree of negligence; the burden of proof that gross negligence did not take place lies with the policyholder.

(3) In derogation of para. 2, the insurer is liable to pay if the breach of the obligation is neither the cause of the occurrence or the ascertainment of the claim nor of the ascertainment of the insurer's liability or the extent to which the insurer is liable. Sentence 1 does not apply if the policyholder fraudulently violated the obligation.

(4) The insurer's full or partial exemption from liability pursuant to para. 2 is, in the case of a breach of a duty of information or clarification existing after the claim incident, subject to the proviso that the insurer drew the policyholder's attention to this legal consequence by means of a separate communication in the form of text.

§ 82

(1) Upon the occurrence of a loss event, the policyholder must do his best to avoid and limit the loss.

(2) The policyholder must follow instructions of the insurer to the extent that he may be expected to do so, and must obtain instructions if circumstances permit. Should several insurers with shares in the insurance policy issue varying instructions, then the policyholder must decide freely after a due assessment of the circumstances.

(3) In the event of breach of an obligation specified in paras. 1 and 2, the insurer is not liable to indemnify if the policyholder deliberately violated the obligation. In the event of a grossly negligent violation, the insurer is entitled to reduce the indemnification in proportion to the degree of negligence on the part of the policyholder; the burden of proof that gross negligence did not take place lies with the policyholder.

(4) In derogation of para. 3, the insurer is liable to pay if the breach of the obligation is neither the cause of the ascertainment of the claim nor of the ascertainment of the insurer's liability or the extent of liability. Sentence 1 does not apply if the policyholder fraudulently violated the obligation.

§ 86

(1) Should the policyholder be entitled to claim compensation from a third party, this claim shall be assigned to the insurer if the insurer indemnifies the loss. Such assignment cannot be made where it is to the disadvantage of the policyholder.

(2) The policyholder must protect his claim to compensation or right serving to safeguard such claim in compliance with the applicable formal and temporal requirements and contribute towards its enforcement by the insurer where necessary. Should the policyholder deliberately violate this obligation, then the insurer is not liable to pay to the extent that it cannot obtain any compensation from the third party as a consequence. In the event of a grossly negligent breach of the obligation, the insurer is entitled to reduce the indemnification in proportion to the degree of negligence; the burden of proof that gross negligence did not take place lies with the policyholder.

(3) Should the policyholder's claim to compensation be towards a person with whom he was co-habiting at the time of occurrence of the claim, no assignment may be made pursuant to para. 1 unless such person deliberately caused the loss.

UC

Foreign Travel Health Insurance for foreign students, scholarship holders and visiting professors for out-patient and in-patient medical treatment

General Terms and Conditions (AVB-R) of medical and daily hospital benefits insurance during travels

Part II: Medical expenses tariff with limited policy term

Tariff/Class	UC
A. Scope of insurance benefits	
(1) Out-patient treatment which becomes necessary in Germany	**80 %** of the invoice amount for medically necessary treatment by doctors, including prescribed medicines. **100 %** of the invoice amount for medically necessary treatment by doctors if the (first) treatment is by a doctor for general medicine / general practitioner or a specialist gynaecologist, ophthalmologist or paediatrician. Initial treatment must be documented by the invoice for initial treatment. **80 %** of the invoice amount for prescribed medicines and remedies. Insurance cover does not exist for medical aids (e.g. optical aids or contact lenses) and physiotherapy (massages, baths).
(2) Hospital treatment which becomes necessary in Germany	**100 %** of the reimbursable costs for medically necessary in-patient treatment in hospital due to illness or the consequences of an accident. Reimbursable costs are the costs for general hospital services as defined by the regulations of the German Hospital Charges Act (KHEntG) and the costs for medically necessary transportation to or from the nearest suitable hospital.
(3) Dental treatment which becomes necessary in Germany	**100% up to EUR 250.00 per term** For pain-relieving dental treatment and simple fillings necessary to alleviate pain, however not dental prostheses or crowns.
(4) Repatriation costs	**100 %** of the invoice amount up to a maximum of **EUR 5,000.00.** Evacuation to one's native country is not included in insurance cover.
B. Premiums	1. The premium shall be based upon the age and sex of the insured person. Age shall be deemed to be the difference between the respective calendar year and the year of birth. 2. **MONTHLY PREMIUMS IN EUR FOR THE UC TARIFF**

Period of insurance	Men/Women up the age of 40	Visiting professors aged 41 to 59	
		Men	Women
1. - 6. months	43.00	102.50	82.,00
7. - 12. months	55.00	135.00	110.00
13. - 24. months	70.00	175.00	140.00

	3. The premium shall be collected by direct debit (see § 8, paragraph (2) AVB-R). 4. Should it not be possible to use the direct debit facility through the fault of the policyholder, the insurance company can demand reimbursement of any bank charges thus incurred.
C. Miscellaneous	
(1) Eligible group of persons and maximum age	The insurer offers insurance cover for foreign nationals temporarily staying in Germany as students, scholarship holders or visiting professors attending or working at a state-recognised educational institute, polytechnic or university in Germany. The following applies to applications: Insurance cover cannot be provided for students and scholarship holders over the age of 40.
(2) Territorial scope	Insurance cover shall be granted for the eligible group of persons within the Federal Republic of Germany.
(3) Period of insurance	Insurance cover is always applied for for the maximum period of 2 years. It is not possible to extend the term of insurance beyond this period of two years.

Valid in connection with Section I AVB-R General Terms and Conditions

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Valid from 01/2008

* We shall inform you regarding contributions payable from the age of 60 upon request.

Conditions of Insurance and Informations

Accident Insurance

January 2008

1. Contract Partners

AXA Versicherung AG
Colonia-Allee 10-20, 51067 Köln
P.O. Box: 51171 Köln
Chairman of the Management Board Dr. Frank W. Keuper
Registered Office - Cologne, Companies Registry Cologne HR B No. 21298

2. Other contact partners

The name and the address of your agent are stated in the application or in the offer.

3. Summonable addresses of the contractual partner/agent

The summonable address of AXA Versicherung AG is named under Item 1, the address of your agent is stated in the application or in the offer.

4. Main business operations of the insurer and address of the competent supervisory authority

The business operations of AXA Versicherung AG principally involve

a) the operation of all lines of private insurance, however only reinsurance business with regard to life, legal protection and health insurance.

b) the mediation of all types of insurance, of building society and other savings accounts.

Competent Supervisory Authority
Bundesanstalt für Finanzdienstleistungsaufsicht
Graurheindorfer Str. 108, 53117 Bonn

5. Guarantee fund

A guarantee fund is not provided for by law.

6. Important features of the insurance benefit

The scope of benefits arises from the application The current terms and conditions of insurance issued to you prior to commencement of the policy apply.

7. Total price of the insurance

The price stated in the application or in the offer is the premium according to the agreed method of payment including insurance tax.

The rate of insurance tax imposed by law currently amounts to

Term Life and Accident Insurance	19%
Accident Premium Refund Insurance	3.8%.

If the applicant wishes to pay the annual premium in instalments, the following instalment surcharges will be imposed:

	Term Life and Accident Insurance	Accident Premium Refund Insurance
– in the case of half-yearly payments	3%	2%
– in the case of quarterly payments	5%	3%
– and in the case of monthly payments	5%	5%

8. Additionally accruing costs, taxes and/or fees

We shall charge you for activities which extend beyond the normal administration of your policy, in particular fees for the issuing of reminders (currently EUR 5.00) for direct debit returns (currently EUR 10.00) and reasonable expense charges in the event of withdrawal from the policy due to non-payment of the initial premium. In this context we refer to § 39, paragraph 1 of the Versicherungsvertragsgesetz-VVG (German Insurance Contract Act) in connection with the terms and conditions upon which the policy is based. Calls to our 24-hour service: 0 180 3 - 55 66 22 are charged at 9 cents per minute (or partial minute) on the German landline. Prices may differ for calls from the mobile network. **9. Details regarding payment and compliance**

Information regarding the due date for payment of the premium can be found in the conditions which form the basis of the policy.

You have fulfilled your obligation to pay the premium when we have received the payment. In the case of bank transfers this is deemed to be when the premium is credited to our account. In the case of payment by direct debit we must be able to effectively debit your account.

Your payment is deemed to be on time if

– in the case of a bank transfer, the premium is booked from your account within the payment period.

– payments into our account are carried out at a bank or the post office within the payment period;

If you have authorised us to collect the premium by direct debit all you have to do is ensure that the amount can be collected from your account at the time it falls due, i.e. that your account is covered.

10. Limitation of the period of validity of any information made available and of the validity of temporary quotations

If we have placed any limitations on the validity of information or quotations this will be stated on the items in question. For the rest the provisions of the German Civil Code (BGB), in particular § 147 BGB, apply. Accordingly, an application made to an absent party can only be accepted up to that point in time during which the applicant can reasonably expect to receive a reply under normal circumstances.

11. Special risks

The following shall apply in the case of Accident Premium Refund Insurance:

Payments from the participation in the surplus cannot be guaranteed because the development of the surplus depends on future investment income and on the development of costs.

12. Information regarding the conclusion of the policy, commencement of the insurance, insurance cover and the application period

The policy with us takes effect if we accept your application to take out an insurance policy. In this case we send you the insurance policy or an express declaration of acceptance which you duly receive.

Insurance coverage attaches upon payment of the initial premium and insurance tax however not before the date and time agreed in the certificate of insurance.

If the initial premium is not requested for payment until after the point in time but is then paid without delay then the cover attaches from the agreed point in time.

The information provided at the time of commencement of the insurance is derived from the application or from the offer as well as from the terms and conditions upon which the policy is based.

No time limit exists during which you are bound by the application.

13. Right of revocation

You can withdraw your policy declaration in writing and without stating the reasons within two weeks of receipt of the certificate of insurance and the policy terms and conditions including the general terms and conditions of insurance as well as any other information you are required to be provided with by law. A declaration in the form of text (e.g. per fax or e-mail) shall suffice. The dispatch of the written revocation within this set period is considered to be observance of this time limit. The revocation is to be addressed to:

AXA Versicherung AG, 51171 Köln

If the time of commencement of the insurance is before the expiry of the revocation period I agree that insurance cover attaches subject to contributions prior to the expiry of this deadline.

Consequences of revocation

In the case of revocation, we shall be entitled to the pro rata premium for the period from the time of commencement of the insurance until we receive your declaration of revocation. We shall reimburse any excess premium you might have paid.

14. Policy term

The policy term is derived from the application or the offer.

15. Information regarding the termination of the policy in particular the contractual terms of cancellation including any contractual penalties

If you fail to pay your initial premium or fail to pay it on time we shall be entitled to withdraw from the policy.

If you breach your duty of disclosure precedent to the policy the insurer shall also be entitled to withdraw from the policy or to cancel.

The policy can be cancelled by either party as of the agreed date of expiry or after the occurrence of an insured loss event.

In addition, yon can cancel the policy in the event of an increase in premiums or amendment of the scope of the insurance cover.

In addition, the insurer shall have the right to cancel the policy in the event of a delay of payment of a subsequent contribution or in the event of insolvency on the part of the policyholder. Our right of cancellation in the event of insolvency on the part of the policyholder shall not apply in the case of accident insurance policies.

Incorrect information with regard to the tariff characteristics can give rise to contractual penalties.

Please consult the terms and conditions upon which the policy is based for further details, in particular with regard to periods of notice and any possible contractual penalties.

16. Information regarding the right upon which the insurer bases its relation to the policyholder precedent to the conclusion of the policy

The relations precedent to the policy shall be governed by German law.

17. Applicable law and court of jurisdiction

Your policy is governed by German law. The place of jurisdiction is regulated by the terms and condition upon which the policy is based.

18. Language of the policy

We shall provide you with all terms and conditions oft the policy and any information available which is relevant to your policy in German. During the policy term, we shall communicate with you in German.

19. Out-of-court complaints and recourse proceedings

It is our aim to offer you optimum service. Should we fail in our endeavours at any time, please inform us (24-hour customer service desk 01803- 55 66 22)!

Calls to our 24-hour service: 0 180 3 - 55 66 22 are charged at 9 cents per minute (or partial minute) on the German landline. Prices may differ for calls from the mobile network.

We will immediately seek to resolve the problem!

If should disagree with our decisions, it is possible for you to contact an independent and neutral arbitrator, namely the insurance ombudsman, in order to resolve any issues out of court.

„Versicherungsombudsmann e.V."
Postfach 080632, 10006 Berlin,
Tel.: 0 180 4/22 44 24, Fax 0 180 4/22 44 25

20 Cents per call/fax from the German landline. Prices may differ for calls from the mobile network.

E-mail: beschwerde@versicherungsombudsmann.de

The arbitration process is possible up to a value at issue of EUR 50,000 and it is available to you free of charge.

You shall retain the right to settle any dispute by means of ordinary legal proceedings.

20. Possibility of a complaint to the authorities specified under Section 4.

Should you disagree with our decision, you can submit a complaint to the supervisory authority specified under Section 4.

Special information regarding Accident Insurance with a guaranteed premium refund

U 1. Information regarding the bases of calculation and criteria applicable to the calculation of the surplus and the participation in the surplus.

You will find the corresponding bases of calculation and criteria under section 12 of the General Terms and Conditions.

U 2. Specification of the redemption value

You can find details regarding the development of values in the tables.

U 3. Information regarding the minimum insurance amount for conversion to a non-contributory or lower-premium policy.

You can find details about this in Section 13 of the General Terms and Conditions.

U 4. Extent to which the benefits according to U1 and U2 are guaranteed

If your insurance is redeemable you will find corresponding information in the tables specifying the development of values.

U 5. Information regarding the funds upon which the policy is based and the nature of the assets contained therein.

Our security assets are fully invested in gilt-edged investments.

U 6. General information regarding the tax regulation applicable to this type of insurance

In this regard please read the "Notes on Tax Rules and Regulations".

We also draw your attention to the fact that the drawing of a pension can under certain circumstances lead to an increase in the contributions to statutory health insurance and statutory long-term care insurance.

As of: 01.08

General Accident Insurance Conditions - (AUB 2008)

You the policyholder are our contractual partner.
The insured person can be either yourself or somebody else.
We the insurer shall provide the contractually agreed benefits.

Contents

Scope of the insurance cover

1 What is covered?

1.1 We provide insurance cover in the event of accidents, which befall the insured person during the period of validity of the policy.

1.2 The insurance covers accidents world-wide.

1.3 An accident is deemed to have occurred when the insured person involuntarily suffers an impairment to health as a consequence of an external event (an accident) suddenly affecting his or her body.

1.4.1 Increased exertion

An accident is also deemed to have occurred when, as a consequence of increased physical exertion to limbs or extremities or the spine,
- a joint is dislocated or
- muscles, tendons, ligaments or capsules are stretched, strained or torn.

1.4.2 Rescue measures

Accidents are also deemed to be damage caused to health which an insured person suffers as a result of legitimate defence or when attempting to save human life, animals or property.

1.4.3 Toxication caused by gases or vapours.

An accident is also deemed to be toxication as a result of the leakage of gaseous materials if the insured person was unwittingly and inescapably exposed to the effects over a short period (up to several hours).

1.4.4 Food poisoning

The consequences of food poisoning are included in the cover. Alcoholic intoxication is excluded from cover.

1.4.5 Drowning and asphyxia

Drowning and asphyxia under water are also deemed to be an accident.

1.4.6 Impairments to health typically associated with diving.

Conditions typically associated with diving such as caisson disease or injuries to the tympanic membrane are also deemed to be accidents.

1.5 Your attention is drawn to the provisions regarding benefit limitations (Section 3), persons not eligible for insurance (Section 4) and exclusions (Section 5). These apply to all types of benefits.

2 What types of benefits can be agreed?

The types of benefits you can arrange are described below or in additional terms and conditions.

The agreed types of benefit and the sums insured are specified in the policy.

2.1 Invalidity benefits

2.1.1 Preconditions of payment of benefits

2.1.1.1 The physical or mental capacity of the insured person is permanently impaired (invalidity) as a result of an accident. An impairment is deemed to be permanent if it is anticipated to exist for a period of longer than three years and a change in condition cannot be expected.

Invalidity must

- set in within one year of the occurrence of the accident and
- be diagnosed in writing by a doctor and claimed by you within fifteen months of the occurrence of the accident.

2.1.1.2 No right to claim invalidity benefits shall exist if the insured person dies due to the accident within one year of the occurrence of the accident.

2.1.2 Type and amount of benefits.

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

2.1.2.2 The calculation of the benefit is based on the sum insured and the degree of invalidity resulting from the accident.

2.1.2.2.1 In the event of the loss of or in the event of the complete functional incapacity of the parts of the body or sensory organs referred to below, the following degrees of invalidity shall apply exclusively:

Arm	70%
Arm up to above the elbow joint	65%
Arm below the elbow joint	60%
Hand	55%
Thumb	20%
Index finger	10%
Any other finger	5%
Leg above the middle of the thigh	70%
Leg up to the middle of the thigh	60%

Leg up to below the knee	50%
Leg up to the middle of the lower leg	45%
Foot	40%
Big toe	5%
Any other toe	2%
Eye	50%
Loss of hearing in one ear	30%
Sense of smell	10%
Sense of taste	5%

In the event of a partial loss or a partial reduction in capacity of one of the above the corresponding proportion of the relevant percentage shall be applied.

2.1.2.2.2 For other parts of the body or sense organs the degree of invalidity is measured by the extent to which normal physical or mental capacities have been reduced overall.

Only medical aspects shall be taken into consideration in this regard.

2.1.2.2.3 If any parts of the body or sense organs or their functions affected as a consequence of the accident were already permanently reduced in capacity before the accident, then a reduction shall be applied for the degree of invalidity which existed prior to the occurrence of the accident. . This shall be calculated according to subsections 2.1.2.2.1 and 2.1.2.2.2.

2.1.2.2.4 If as a consequence of an accident several parts of the body or sense organs are impaired then the degrees of invalidity calculated according to the above provisions shall be added together.

However, not more than 100% will be taken into consideration.

2.1.2.3 If the person insured dies

- within one year of the accident of a cause unrelated to the accident, or
- irrespective of the cause of death, if the insured person dies later than one year after the accident,

and if a claim to invalidity benefit had arisen, then we shall pay benefit in line with the degree of invalidity which would have been expected on the basis of the medical reports.

2.2 Transitional benefits

2.2.1 Preconditions of payment of benefits

The normal physical and mental ability of the insured person remains diminished as a result of the accident by at least 50% in terms of his or her professional or non-professional capacity

- six months after the date of the accident and
- irrespective of any concurrence of illnesses and afflictions.

This impairment existed continuously during the six-month period.

You have submitted your claim to us within seven months at the latest since the occurrence of the accident and supported your claim by means of a medical certificate.

2.2.2 Type and amount of benefit.

Transitional benefits shall be paid at the amount of the agreed sum insured.

2.2.3 Improved benefits after three months

The normal physical and mental ability of the insured person remains diminished as a result of the accident by at least 100% in terms of his or her professional or non-professional capacity.

- three months after the date of the accident and
- irrespective of any concurrence of illnesses and afflictions.

This impairment existed continuously during the three-month period.

You have submitted your claim to us within four months at the latest since the occurrence of the accident and supported your claim by means of a medical certificate.

This amount will be offset against any claim in accordance with subsection 2.2.2.

2.2.3.1 Type and amount of benefit

A quarter of the insured transitional benefits shall be paid.

2.3 Daily benefits

2.3.1 Preconditions of payment of benefits

As a result of the accident the insured person is

- impaired with regard to his/her ability to work and
- receiving medical treatment.

2.3.2 Amount and period of benefit payments

Daily benefits are calculated on the basis of the agreed sum insured. Benefits shall be graded according to the degree of the reduction of an insured person's capacity to work.

Daily benefits shall be paid for the duration of medical treatment for a maximum period of one year calculated from the day of the accident.

2.4 Daily hospital benefits

2.4.1 Preconditions of payment of benefits

The insured person is receiving treatment as an in-patient in hospital as a consequence of the accident.

Treatment at health spas and periods of time spent in private sanatoria and convalescent homes are not deemed to be medically necessary treatment. If medical treatment is administered in an institute which provides both medical treatment and rehabilitation services, then the right to claim daily hospital benefits shall not lapse if the insured person has been admitted as a case of emergency or if the hospital is the only hospital in the vicinity of the insured person's place of residence. Daily hospital benefits shall also be paid if the insured person is operated on as an out-patient as a consequence of an accident provided that the operation would normally have required the patient to stay in hospital as an in-patient. You, the policyholder, will be required to provide corresponding evidence in such cases. In such cases the agreed daily hospital benefits shall be paid for three days. This shall not give rise to any right to claim insured convalescence benefits within the meaning of subsection 2.5.1.

2.4.2 Amount and period of benefit payments

Daily hospital benefits shall be paid at the amount of the agreed sum insured for each calendar day of in-patient treatment, at the longest however for two years counted from the date of the accident. Daily hospital benefits shall be paid beyond the second year after the accident if the time spent in hospital is for the purpose of removing osteo-synthetic materials.

2.4.3 Special terms regarding childrens' accident insurance

In the case of children under the age of 12 the agreed daily hospital benefits shall be paid also for a parent or guardian staying in hospital with the insured child.

2.5 Convalescence benefits

2.5.1 Preconditions of payment of benefits

The insured person has been discharged from hospital and had a right to claim daily hospital benefits according to subsection 2.4.

2.5.2 Amount and period of benefit payments

Convalescence benefits shall be paid at the amount agreed as the sum insured for the same number of calendar days for which we pay daily hospital benefits, for a maximum period of not more than 28 days.

2.6 Death benefit

2.6.1 Preconditions of payment of benefits

The insured person dies as a result of the accident within one year of the accident.

We hereby draw your attention to the special obligations set down in subsection 7.5.

2.6.2 Amount of benefit:

Death benefit shall be paid at the amount of the agreed sum insured.

3 What effects do illnesses or afflictions have?

We, the accident insurer, provide benefit payments for the consequences of accidents. If any illnesses or afflictions have contributed to the impairment of health caused by the accident, or its consequences, then benefits shall be reduced

- in the event of invalidity corresponding to the percentage rate of the degree of invalidity
- in the event of death and, unless otherwise agreed, in all other cases

corresponding to the impact of the illness or affliction.

However, if the impact of other illnesses or afflictions accounts for less than 25% then benefits will not be reduced.

4 Who is not eligible for insurance?

4.1 Persons who are permanently in need of care and persons who suffer from mental or psychological disorders where the impairment to their health is so severe that they are no longer able to participate in everyday life and who have to be institutionalised or require constant supervision are not eligible for insurance even if premiums have been paid.

A person is deemed to be in need of care if he or she predominantly requires assistance to cope with the activities of daily living

4.2 Insurance cover shall cease to exist as soon as the insured person is no longer eligible for insurance within the meaning of subsection 4.1. The insurance shall expire at the same time.

4.3 If the insured person is not eligible for insurance within the meaning of subsection 4.1, we shall repay the premiums paid since the conclusion of the policy or from the time the insured person becomes no longer eligible for insurance.

5 When is insurance cover excluded?

5.1 Insurance cover shall not be granted for the following accidents:

5.1.1 Accidents the insured person suffers as a consequence of mental disorders or mental derangements or changes or disturbances in states of consciousness, including those which are due to drunkenness, inebriation or intoxication, as well as a consequence of strokes, epileptic fits or paroxysms or of other spasmodic cramps, which affect the whole body of the insured person.

Insurance cover shall be granted, however, if such disorders, derangements, fits or paroxysms were caused by an accident included under the provisions of this policy.

5.1.2 Accidents which befall the insured person as a consequence of the insured person intentionally carrying out or attempting to carry out a criminal or indictable offence.

5.1.3 Accidents which are caused directly or indirectly by acts of war or civil war.

However, insurance cover shall still be granted if the insured person is unexpectedly affected by acts of war or civil war while travelling abroad.

This insurance cover shall expire at the end of the seventh day after the outbreak of war or civil war on the territory of the state where the insured person is staying.

The extension shall not apply to journeys within or through states on whose territory war or civil war is already being waged. Furthermore, cover shall not granted in the case of any active participation in war or civil war or any accidents caused by nuclear, biological or chemical weapons or in connection with a war or a warlike conflict between any of the following countries: China, Germany, France, Great Britain, Japan, Russia or the U.S.A.

5.1.4 Accidents befalling the insured person

- as an aircraft pilot (also pilots of air sports equipment) inasmuch as he or she requires a respective licence according to German law, or as any other member of the crew of an aircraft;
- in the course of professional activities carried out with the aid of an aircraft;
- during the usage of spacecraft.

5.1.5 Accidents suffered by an insured person as a consequence of his or her participation as a driver, co-driver or passenger in a motor vehicle at motoring events, including any practice runs in connection with such events, in which the aim is to achieve top speeds.

5.1.6 Accidents caused directly or indirectly by nuclear energy.

5.2 The following impairments are also excluded from cover:

5.2.1 Damage or injury to intervertebral discs, bleeding from internal organs and cerebral haemorrhages.

Insurance cover shall still be granted, however, if the major cause is an accident within the meaning of subsection 1.3, which is covered under the provisions of this policy.

5.2.2 Impairments to health caused by radiation.

5.2.3 Impairments to health caused by medical treatment or surgical treatment performed on the body of the insured person.

Insurance cover shall still be granted, however, if the surgical treatment or medical treatment, including diagnostic radiology or radiotherapy, was occasioned by an accident, which falls under the provisions of this policy.

5.2.4 Infections.

5.2.4.1 These are also excluded if they are caused

- by insect stings or bites or
- by other minor skin lesions or mucous membrane injuries

as a result of which pathogens entered the body immediately or later.

5.2.4.2 However, insurance cover shall still be granted in the case of

- rabies and tetanus,
- impairments to health caused by an infection transmitted by tick bites (TBE, Borreliosis/Lyme disease), also impairments to health caused by vaccinations against rabies, tetanus and TBE tick infections and in the case of
- infections involving pathogens entering the body as a result of accidental injuries which are not excluded according to subsection 5.2.4.1.

5.2.4.3 In the case of infections which are caused by medical treatment or interventions subsection 5.2.3, sentence 2, shall apply accordingly.

5.2.5 Poisoning caused by the ingestion of swallowed solid or liquid substances.

However, insurance cover shall still be granted in the case of children who are under the age of 10 at the time of the accident.

5.2.6 Pathological disorders as a consequence of psychological or mental reactions, even if these were caused by an accident.

5.2.7 Abdominal hernias or ruptures or hypogastric hernias or ruptures.

Insurance cover shall still be granted, however, if such hernias or ruptures are caused by a violent external impact which is covered by the provisions of this policy.

6 What must you observe with regard to an agreed children's tariff and in the event of changes in profession or occupation?

6.1 Conversion of the children's tariff

6.1.1 Insurance cover shall exist at the agreed sums insured up until the end of the year of insurance when the child insured according to the children's tariff reaches the age of 18. Thereinafter, the tariff applicable to adults at that point in time shall apply. However, you have the right to select among the following options:

- You can continue to pay the previous amount of premium and we will reduce the sums insured accordingly.
- You can retain the previous sums insured and we will charge a correspondingly higher premium.

6.1.2 We will inform you of your options in due time. Should you fail to inform us of your decision within two months at the latest of the beginning of the new insurance year, then the policy shall continue corresponding to the first option.

6.2 Changes in profession or occupation

6.2.1 The amount of the sums insured and/or the premium strictly depends on the profession or occupation practised or exercised by the insured person. The basis for the calculation of the sums insured and the premiums is our current Occupational Group Directory, which is printed in the certificate of insurance. You must therefore notify us immediately of any change in profession or occupation on the part of the insured person. However, this does not include compulsory military service, substitute non-military service or military exercises as a member of reserve forces.

6.2.2 If against payment of the same premium the sums insured are lower according to the tariff applicable at the time of the change, then these lower sums insured shall apply after one month has lapsed since the time of the change. If, on the other hand, higher sums insured apply, then these shall take effect after one month has passed since the time of the change. The newly calculated sums insured apply both to accidents in connection with profession, occupation, trade or work or business activity

and to accidents with no connection to profession, occupation, trade or work or business activity.

6.2.3 At your request we will also continue the policy with the previous sums insured and with increased or reduced premiums as soon as we receive your declaration.

Claims

7 What must you observe in the event of an accident (obligations)?

We are unable to provide the benefit without your co-operation and that of the insured person.

7.1 In the event of an accident, which will probably give rise to an obligation to pay benefit, you or the person insured must summon a doctor without delay, follow his instructions and inform us accordingly.

7.2 You or the insured person must complete the accident notification form supplied by us in accordance with the facts and return it to us without delay; any additional pertinent information which has been requested by us is also to be provided in the same manner.

7.3 If we nominate doctors then the insured person must allow himself or herself to be medically examined by these doctors. Any necessary expenses and costs, including any loss of income arising from this, will be assumed by us.

7.4 Those doctors who have treated or examined the person insured also for other reasons, and any other insurers, underwriters, authorities and official agencies are to be empowered and given authorisation to furnish all the information required.

7.5 If the accident results in death, then notification of this has to be given within 48 hours, even if notification of the accident has already been given.

We must be afforded the right to have, if necessary, a post-mortem examination conducted by a doctor we nominate for this purpose.

8 What are the consequences of any failure to fulfil obligations?

You shall lose your insurance cover if an obligation according to Section 7 is deliberately breached,. In the case of a breach of obligation due to gross negligence, we are entitled to reduce the amount of compensation in relation to the degree of blame apportioned to you. Both the above shall only apply if we inform you by special notice in the form of text of the legal consequences.

If you prove that you have not breached the obligation due to gross negligence, then insurance cover shall continue to apply. Insurance cover shall also continue to apply if you prove that the breach of the obligation was not causal in terms of the occurrence or the determination of an insured event or for the determination or the scope of compensation. This shall not apply if you have maliciously or fraudulently breached the obligation.

These terms apply irrespective of whether we do or do not exercise a right of cancellation we acquire following any breach of the duty of disclosure precedent to the policy.

9 When are benefits payable?

9.1 We are obliged within one month - in the case of claims for invalidity within three months – to declare in the form of text whether and to what extent we acknowledge a claim. These time limits commence upon receipt of the following documents:

- documentary evidence of the circumstances of the accident and the consequences of the accident,
- in the case of an invalidity claim also documentary evidence of the conclusion of the medical and curative treatment inasmuch as this is necessary for the assessment of the invalidity.

Any medical fees you incur to serve the substantiation of your claim for benefits will be assumed by us

- in the case of invalidity up to 1‰ of the sum insured,
- in the case of transitional benefits up to 1% of the sum insured,
- in the case of daily allowances, up to a maximum of the daily allowance rate for one day,
- in the case of daily hospital benefits up to a daily hospital benefit allowance for one day.

We shall not assume other costs.

9.2 If we acknowledge a claim or if we have reached an agreement with you on the merits and in terms of amount we shall pay the benefit within two weeks.

9.3 If the obligation to pay benefit is initially ascertained only on the merits then we will make appropriate and reasonable advance payments at your request.

Before curative and medical treatment have been concluded, it is possible to claim invalidity benefits in the first year following the accident only up to the sum of the agreed death benefit.

9.4 You and we are entitled to have the degree of invalidity medically re-assessed annually up to three years at the longest after the occurrence of the accident. This period is extended from three to five years in the case of children under the age of fourteen. This right has to be exercised

- on our part together with our declaration regarding our obligation to perform according to subsection 9.1
- by you prior to expiry of the time limit.

If the final medical appraisal gives rise to a higher invalidity benefit than we have already paid, then the additional amount shall have interest of 5 percent per annum applied to it.

9.5 We have the right to demand the submission of confirmation that the claimant is still alive for the purpose of verifying the prerequisites for the pension. Pension payments shall be suspended from the next due date onwards if the certificate is not submitted immediately upon request.

Policy term

10 When does the policy commence and expire?

When is the insurance cover suspended in the event of military deployments?

10.1 Inception of insurance cover

Insurance cover attaches on the date stated in the certificate of insurance – at 12 noon - provided that you pay the initial or single premium immediately when it falls due within the meaning of subsection 11.2.

If, in the event of a switch in insurance provider, the previous insurance ends at the end of a day before the attachment date specified in the certificate of insurance, then insurance shall commence at the beginning of the day to ensure that no gap in insurance cover arises.

10.2 Policy term and expiry

The policy is concluded for the period stated in the certificate of insurance. It expires on the specified date at 12 noon.

In the case of a policy period of at least one year the policy is automatically renewed each year by one year if written notification of cancellation has not reached you or us by three months at the latest before the end of the respective insurance year.

In the case of a policy term of less than one year the policy terminates at the specified time without requiring any notification of cancellation.

In the case of a policy term of more than three years, the policy can be cancelled to take effect as of the end of the third year or as of the end of each following year; notification of cancellation must be received by you or us three months at the latest before the end of the respective insurance year.

As term life insurance is calculated only up to the age of 75, the insurance policy shall end without requiring any notification of cancellation at the latest at the end of the insurance year in which the insured person reaches the age of 75.

If two or more people are insured under one and the same insurance policy then the insurance cover ceases without requiring notification of cancellation on the main premium due date after the insured person has reached the age of 75. From that date the contribution payable for that person shall no longer apply.

10.3 Cancellation following an insured event

You or we can terminate the policy by notice of cancellation if we have paid benefit or if you have brought an action for the payment of benefit against us.

Notification of cancellation must have reached you or us no later than one month after the payment of benefit or, in the event of a legal dispute, after the discontinuance of the action, the acknowledgement, settlement or res judicata of the verdict.

Should you cancel the policy then this shall take effect immediately upon our receipt thereof. However, you can stipulate that the cancellation shall take effect at a later time, but no later than the end of the current insurance period.

A notice of cancellation on our part shall take effect one month after it is received by you.

10.4 Suspension of insurance cover during military deployments

The insurance cover is suspended for the insured person as soon as he or she serves in a military or similar formation which is involved in a war or in a warlike deployment between any of the following countries: China, Germany, France, Great Britain, Japan, Russia or the U.S.A. Insurance cover reattaches as soon as we have received your notification of the end of such service.

Premiums

11 What must you observe regarding payment of the premium?

What happens if you fail to pay a premium on time?

11.1 Premium and insurance tax

The invoiced premium includes the amount of insurance tax which you are required to pay by law in each case.

11.2 Payment and the consequences of default of payment/ initial or single premium

11.2.1 Due dates and prompt payment

Notwithstanding the legal provision (§ 33, para. 1 VVG (ICA)) the initial or single premium is payable immediately upon conclusion of the policy however not before the time and date of attachment of cover agreed with you and specified in the certificate of insurance.

If payment of the annual premium in instalments has been agreed then only the first instalment of the first annual premium is deemed to be the initial premium.

11.2.2 Deferred attachment of insurance cover

Should you fail to pay the initial or single premium on time, but at a later date, then insurance cover shall not attach until that point in time provided that your attention has been drawn to this legal consequence by means of a a special notice in the form of text or in the form of an explicit note on the certificate of insurance. This shall not apply if you prove that you are not responsible for the non-payment.

11.2.3 Withdrawal

If you do not pay the initial or single-payment premium on time then we can withdraw from the policy as long as the premium has not been paid. We cannot withdraw from the policy if you prove that you are not responsible for the non-payment.

11.3 Payment and consequences of default of payment/renewal premium

11.3.1 Due dates and prompt payment

The subsequent premiums shall fall due as of the respective agreed due dates.

11.3.2 Default

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

We shall issue you with a written request for payment and set a deadline for payment of at least two weeks. The setting of the deadline for payment shall only be effective if we state the amount of premium in arrears, the amount of interest and costs specified as individual amounts and state the legal consequences connected with the expiry of the deadline according to subsections 11.3.3 and 11.3.4.

We are entitled to claim compensation for any loss we incur due to the delay in payment.

11.3.3 Lapse of insurance cover

If you are still in default after the deadline has expired, insurance cover shall not be granted from that point in time until payment is made, provided that your attention was drawn to this fact in the request for payment according to subsection 11.3.2, paragraph 2.

11.3.4 Cancellation

If you are still in default after the deadline has expired, we shall have the right to cancel the policy without notice provided that we notified you of this consequence in the request for payment according to subsection 11.3.2, paragraph 2.

If we cancel the policy and you pay the dunned premium within one month, the policy shall continue. Insurance cover does not exist for any insured events which occur between the time of receipt of the notification of cancellation and payment.

11.4 Punctual payment in the case of direct debit authorisation

If the collection of premiums from an account has been agreed, the premium shall be considered to have been made on time provided that it can be debited on the due date and you do not block a collection we are authorised to make.

If it has not been possible for us to debit the premium for reasons beyond your control and without any fault on your part then the payment is still deemed to have been effected on time if it is made without delay after our request for payment has been delivered to you in the form of text.

If the amount due cannot be collected by direct debit because you have withdrawn the corresponding authorisation or if you are otherwise repeatedly responsible for a premium not being able to be debited, then we shall have the right to demand future payment of premiums by a method other than by direct debit. You are obliged to transfer the premium only after we have requested you to do so in the form of text.

11.5 Payment by instalments and consequences of default of payment

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

In addition, we can demand annual payment of the premium in future.

11.6 Premium in the case of early termination of the policy

Unless otherwise agreed, if the policy is terminated early, we shall only be entitled to that part of the premium which corresponds to the period of insurance during which cover was granted.

11.7 Exemption from contributions in the case of children's insurance

If you should die during the period of insurance and

- you are under the age of 60 at the time of inception of the insurance
- the insurance had not been cancelled and
- your death was not caused by war or civil war,

then the following shall apply:

11.7.1 The insurance shall continue on a non-contributory basis with the sums insured applicable at that time until the end of the insurance year in which the insured child reaches the age of 18.

11.7.2 The legal representative/guardian of the child becomes the new policyholder, unless an alternative agreement has been reached.

Further provisions

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

12.1 If the insurance has been taken out to cover accidents which may befall another party (third party insurance) then you and not the person insured shall be entitled to exercise the rights arising from the policy. You and the insured person are responsible for the fulfilment of the obligations.

12.2 All provisions which apply to you are to be applied correspondingly to your assigns, successors in title and other claimants.

12.3 No claims from the insurance can be transferred or pledged before they fall due without our consent.

13 What does "the duty of disclosure precedent to the policy" actually mean?

13.1 Completeness and accuracy of statements regarding material facts

Prior to the submission of your policy declaration, you are obliged to notify us of all material facts you are aware of which we have requested in the form of text and which are important for our decision to conclude the policy with the agreed content. You also have a duty of disclosure if after submission of your policy declaration but prior to our acceptance thereof we make enquiries in the form of text within the meaning of Sentence 1. Circumstances are deemed to be material to the risk if they are of such a nature as to influence our decision to effect the policy at all or to effect it with the agreed content.

If another person is to be insured, then this person, together with you, shall be responsible for providing truthful and complete information regarding any circumstances which are material to the risk and for any questions put to him or her.

If the policy is concluded by your representative and this person is aware of the circumstance material to the risk, you must allow yourself to be treated as if you yourself had had knowledge thereof and had maliciously or fraudulently concealed it.

13.2 Withdrawal

13.2.1 Preconditions and exercise of withdrawal

Incomplete and incorrect information regarding the material facts shall entitle us to withdraw from the insurance policy. This shall only apply if we have drawn your attention to the consequences of a breach of the duty of disclosure by means of special notification in the form of text.

We must assert our right of withdrawal in writing within one month. In this case we are required to state the circumstances upon which we base our declaration. We are permitted, also retroactively, to state further circumstances on which we base our declaration within the one month time limit. The time limit commences at that point in time when we gain knowledge of the breach of the duty of disclosure which gives us the right to withdraw from the policy.

The withdrawal takes effect when we issue a declaration of withdrawal to you.

13.2.2 Exclusion of the right of withdrawal

We are not able to invoke our right of withdrawal if we were aware of the undisclosed circumstance or the inaccuracy of the information provided.

We have no right of withdrawal if you prove that you or your representative had provided the incorrect information neither wilfully nor due to gross negligence.

Our right of withdrawal due to any grossly negligent breach of the duty of disclosure shall not exist if you prove that we would have concluded the policy, albeit at different conditions, if we had had knowledge of the circumstances which had been withheld.

13.2.3 Consequences of withdrawal

Insurance cover shall not exist in the event of withdrawal.

If we withdraw from the policy following the occurrence of an insured event, we cannot deny insurance cover if you prove that the circumstance which had not been disclosed in full or had been disclosed inaccurately was neither causal with regard to the occurrence of the insured event nor with regard to the determination or the amount of compensation. However, in this case also, insurance cover shall not exist if you are culpable of a malicious or fraudulent breach of the duty of disclosure.

We shall be entitled to that part of the premium payable for the policy period until the declaration of withdrawal becomes effective.

13.3 Cancellation or retroactive policy adjustments

13.3.1 If a withdrawal from the policy on our part is prohibited because your breach of an obligation to notify was neither deliberate nor due to gross negligence, then we shall be entitled to cancel the policy in writing under observance of a period of notice of cancellation of one month. This shall only apply if we have drawn your attention to the consequences of a breach of the duty of disclosure by means of special notification in the form of text.

In this case we are required to state the circumstances upon which we base our declaration. We are permitted, also retroactively, to state further circumstances on which we base our declaration within the one month time limit. This time limit commences at that point in time when we gain knowledge of the breach of the duty of disclosure.

However, we are not permitted to invoke our right of cancellation due to a breach of the duty of disclosure if we were aware of the undisclosed circumstance or the inaccuracy of the information provided.

The right to withdraw shall also be excluded if you prove that we would also have concluded the policy, albeit at different conditions, if we had had knowledge of the circumstances which had been withheld.

13.3.2 If we cannot withdraw or cancel because we would have concluded the policy, albeit at different conditions, if we had had knowledge of the circumstances which had been withheld, the other conditions shall become a component of the policy retroactively if we demand that this is the case. If you are not responsible for the breach of the duty of disclosure, the other conditions shall become a component of the policy from the current insurance period. This shall only apply if we have drawn your attention to the consequences of a breach of the duty of disclosure by means of special notification in the form of text.

We must assert the adjustment of the policy in writing within one month. In this case we are required to state the circumstances upon which we base our declaration. We are permitted, also retroactively, to state further circumstances on which we base our declaration within the one month time limit. The time limit commences at that point in time when we gain knowledge of the breach of the duty of disclosure which gives us the right to adjust the policy.

However, we are not able to invoke a policy adjustment due to a breach of the duty of disclosure if we were aware of the undisclosed circumstance or the inaccuracy of the information provided.

If the premium rises by more than 10 % on account of the policy adjustment or if we exclude insurance cover for the undisclosed circumstance you can cancel the policy in writing within one month of receiving our notification without any period of notice of cancellation.

13.4 Rescission

Our right to rescind the policy due to fraudulent misrepresentation remains unaffected. In the event of rescission, we shall be entitled to receive that part of the premium payable for the policy period until the declaration of rescission becomes effective.

14 When do claims under the policy become time-barred?

14.1 Claims arising from the policy are subject to a limitation period of three years. The calculation of the time limit is regulated by the general provisions of the German Civil Code (BGB).

14.2 If a claim has been reported to us under the insurance policy, the statute of limitations is suspended from the time the claim is reported until that point in time when our decision is delivered to you in the form of text.

15 Place of jurisdiction

15.1 For legal actions against us arising from the insurance policy the place of jurisdiction is decided by the domicile of our head office or the domicile of our regional office responsible for the insurance policy. If you are a natural person living in Germany, the competent court shall be within the district where you have your permanent place of residence at the time the proceedings are brought or, failing this, your habitual place of residence.

15.2 If you are a natural person living in Germany, legal proceedings arising from the insurance policy must be instituted at the competent court for your permanent place of residence or, failing this, at the place you usually reside. If your place of residence or usual place of abode is not known at the time the action is brought, we can bring an action against you at the place of jurisdiction responsible for our domicile. If you are a legal entity

the competent court is decided by the domicile of your head office or the domicile of your branch office.

15.3 Other legal venues justified according to German law shall not be ruled out by these agreements.

16 What must you observe when providing us with information?

What must you observe if you change your address?

16.1 All notices and declarations intended for us are to be submitted to our head office or to the branch office designated as responsible in the insurance policy or its endorsements.

16.2 Should you fail to inform us of your change of address, in the case of any declaration of intent which has to be delivered to you, it shall suffice for us to send a registered letter to the last known address we have for you on our files. The declaration shall be deemed to have been delivered three days after it has been sent. This applies correspondingly in the event of you changing your name.

17 Applicable law

Your policy is governed by German law.

Valid from 01.2008