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## KILN Terms and Conditions of Insurance for Sports Disability 2011

(Kiln SU VB 2011)

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### Introduction

The Kiln SU VB 2011 are based upon the Insurance Contract Law (VVG) revised on 01.01.2008 and to a large extent on the following terms and conditions recommended by the Gesamtverband der Deutschen Versicherungswirtschaft e.V. (German Insurers' Association/GDV):

- General Terms and Conditions of Personal Accident Insurance (AUB/GTA 2008)
- Supplementary Conditions for Group Accident Insurance
- Special Conditions for the Group Accident Insurance with Direct Entitlement of the Insured Person

as well as upon

- the acceptance guidelines issued by Kiln (age clause, accumulation, excluded professions)
- the general contractual information sheet to be disclosed pursuant to Art. 7 of VVG (Insurance Contract Law) in connection with the VVG-InfoV (Regulation on Insurance Contract Information)
- the notice on data processing

and were summarized and extended for the Kiln-clients.

Should the contract be based upon further – e.g. supplementary or special – conditions, they will be included in your insurance contract.

You, as the policyholder, are our contractual partner.

The insured persons and/or groups of persons result from the insurance certificate/policy.

We, as the insurer, shall provide the contractually agreed benefits.

### Table of contents

#### Scope of cover

- 1 Which athletes (sportsmen and –women) are insurable?
- 2 What is insured?
- 2.2 Accident risk
- 2.3 Risk of illness and/or disease
- 2.4 Death risk
- 3 What applies in the case of suicide/self-injury?
- 4 Which are the cases where insurance cover is excluded?
- 5 What types of benefit can be agreed?
- 5.1 Temporary sports disability
- 5.2 Definite (permanent) sports disability
- 5.3 Death risk
- 5.4 Rehabilitation costs
- 5.5 Surgery- and rescue costs in the case of an accident

#### Event insured

- 6 What is to be considered if insurance benefit is claimed? (obligations in an event insured)
- 7 What are the consequences of a breach of obligations?
- 8 When is the insurance benefit due?

#### Period of insurance

- 9 When does the contract begin and end?
- 9.1 Commencement of insurance cover
- 9.2 Currency and end of the contract
- 10 When is the insurance cover suspended in the case of military service?

#### Insurance premium

- 11 What do you have to consider when making premium payments?
- 12 How are the conclusion- and distribution costs settled?

#### Further provisions

- 13 What are the legal relationships of the persons involved in the contract with each other?
- 14 What does the precontractual duty of disclosure mean?
- 15 What should be taken into account when making notifications to us? What applies in the case of a change of your address?
- 16 Changing and giving up the insured sport
- 17 How important is the insurance certificate?

#### General contractual information

- 18 Information on the insurer
- 19 Information on the insured benefits
- 20 Information on the contract
- 21 Information on legal procedures
- 22 Who is responsible for your complaints?

#### Notice on data processing

- 23 Preliminary remarks
- 24 Declaration of consent
- 25 Declaration of release from pledge of secrecy
- 26 Further information and explanations on your rights

## Scope of cover

### 1 Which athletes (sportsmen and –women) are insurable?

Insurable are athletes (sportsmen and –women) exercising their sport professionally or who are in possession of an appropriate professional licence and submit a medical certificate of non-objection on the unlimited fitness for professional sports, provided they are not under medical treatment at the time of application.

When applying for the contract, insured persons must have reached the age of 18 and must not be older than 35 years.

### 2 What is insured?

- 2.1 Subject to the present terms and conditions of insurance and the legal provisions, insurance cover is provided for accidents, insured illnesses and/or diseases and death occurring to the insured person during the validity of the contract.

An event insured is deemed to be:

- the occurrence of an accident within the meaning of item 2.2 or
- the first medical finding of an insured illness and/or disease within the meaning of item 2.3 or
- the death caused by an accident or an insured illness and/or disease within the meaning of item 2.4

#### 2.2 Accident risk

- 2.2.1 An accident has occurred if, as a result of a sudden external event affecting his body (accident event), the insured person involuntarily suffers an impairment of health.

- 2.2.2 It is also regarded as an accident if, by an excessive exertion of the insured person's limbs or spinal column

- a joint is strained or
- muscles, tendons, ligaments or capsules are pulled or torn.

#### 2.3 Risk of illness and/or disease

An insured illness and/or disease is deemed to have occurred, if due to an acute illness and/or disease the insured person suddenly and involuntarily suffers a temporary or permanent sports disability.

#### 2.4 Death risk

Insurance coverage is also provided for death, to the extent that such death results from an accident within the meaning of item 2.2 or an insured illness and/or disease within the meaning of item 2.3.

### 3 What applies in the case of suicide/self-injury?

In the case of deliberate suicide or self-injury or attempted suicide or intentional causation of illness and/or disease or any cachexia (decomposition of strength) of an insured person which is inappropriate for his/her age, we shall only indemnify, if

- more than three years have passed since the contract conclusion, or
- prior to the expiry of the three year term, proof is furnished to us that the act was committed in a state of pathological disturbance of mental activity precluding free determination of will.

### 4 Which are the cases where insurance cover is excluded?

No insurance cover shall be provided in the case of:

- 4.1 Illness and/or disease and death of the insured person in a direct or indirect connection with a severe illness that has already existed by the time the contract was concluded.

Severe illnesses within this meaning are deemed to be:

- cancer, cardiovascular diseases, psychiatric or nervous/neural diseases as well as
- all illnesses that must be treated permanently with medicaments or require regular (at least once every three months) visits to a medical practitioner and
- all illnesses by reason of which the insured person was incapable of working for more than two continuous weeks by the time the contract was concluded or within the twelve months prior thereto.

It is not important as to whether or not the insured person had any knowledge of this illness.

This exclusion of the insurance cover will lapse upon the expiry of three years after contract conclusion; this shall not apply to events insured occurring prior to the expiry of this period.

- 4.2 Accident, illness and/or disease and death of the insured person directly or indirectly caused by
- nuclear energy
  - use or release of atomic, biological and chemical weapons or substances, provided the use or the release are aimed at threatening or damaging the life or health of a large number of individuals.

Item 4.6 remains unaffected thereby.

- 4.3 Accident, illness and/or disease and death of the insured person in a direct or indirect connection with an intentional breach or the intentional

attempt at a breach of statutory penal provisions by the insured person.

- 4.4** Pathological disorders as a consequence of psychological/mental reactions, which may not directly and causally be attributed to an organic injury/an organic damage.

- 4.5** Accident, illness and/or disease caused by drugs, alcohol or (prescription) drug abuse.

Insurance cover shall however be provided for accidents due to impairments of consciousness as a result of drunkenness, but however while driving a motor vehicle only, if at the time of the accident the blood alcohol content was below 0.11 percent.

- 4.6** Accidents of the insured person, which are caused directly or indirectly by events of war or civil war.

Insurance cover shall however be provided, should the insured person be unexpectedly affected by events of war or civil war when travelling abroad.

This insurance cover shall cease at the end of the 7th day following the commencement of a war or civil war on the territory of the state where the insured person is staying.

This extension shall not apply to journeys in or through states, on whose territory war or civil war is already being waged. Nor shall it apply to any active participation in the war or civil war as well as to accidents as a result of atomic, biological and chemical weapons and in connection with a war or war-like situation between the countries of China, Germany, France, United Kingdom, Japan, Russia or the USA.

- 4.7** Accidents suffered by the insured person in connection with his/her occupation

- as the pilot (also pilot of aerial sports equipment), to the extent that he/she requires a licence for this under German law, and as any other crewmember of an aircraft;
- in the pursuit of a professional activity involving the use of an aircraft;
- in the use of spacecraft.
- as an artist, stuntman, animal tamer;
- as a person working underground in mining;
- as an explosive expert and clearance staff as well as in ammunition search parties;
- as a professional diver;
- as in other professional sports exercised at the time of contract conclusion (also race drivers and jockeys).

- 4.8** Accidents suffered by the insured person on account of his/her participation as the driver, co-driver or passenger of a motor vehicle engaged in an event, including trial heats, in which the highest possible speed is sought.

## **5 What types of benefit can be agreed?**

Please refer to your insurance certificate/policy for the types of benefit and sums insured agreed for your insurance contract as well as the limit of indemnity of the contract,

The limit of indemnity is the total maximum limit for all benefits to be paid during the period of contract.

The types of benefit that you can agree upon are described below.

### **5.1 Temporary sports disability**

#### **5.1.1 Requirements for the benefit**

The following requirements must be met:

- Due to accident or illness, the insured person is temporarily unable to exercise the insured sport.
- The temporary sports disability has existed for at least 3 months and is certified monthly and in text form by a specialist in sports medicine.
- The definite/permanent sports disability has not yet been finally established.
- The insured person is undergoing medical treatment in order to restore his/her ability to practice sports.

#### **5.1.2 Limitation of benefit**

Where one or more of the severe illnesses specified in item 4.1 have contributed to the health impairment and its consequences caused by an accident event or respectively the acute illness and/or disease, the benefit for temporary sports disability will be reduced in proportion to the share of the severe illness.

If the contributory share is 50% or less, the reduction shall however not be applicable.

#### **5.1.3 Type and amount of benefit**

We will pay the benefit for temporary sports disability after submission of the medical certificate on a monthly basis in arrears for a maximum period of 10 months.

The sum insured for each full month of temporary sports disability amounts to 3% of the sum insured for definite (permanent) sports disability. Partial months will be paid on a pro-rata basis.

Benefits from the temporary sports disability will be set-off against the benefit from a definite (permanent) sports disability or against the death benefit.

### **5.2 Definite (permanent) sports disability**

#### **5.2.1 Requirements for the benefit:**

The following requirements must be met:

- Due to accident or illness, the physical fitness or mental capacity of the insured person is permanently impaired to such extent that a further professional exercise of the insured sport is no longer possible (definite sports disability). The impairment is deemed to be permanent, if it is likely to last more than three years and a change of condition is not to be expected.
- The definite (permanent) sports disability has occurred within 15 months following the accident or respectively the first manifestation of the illness, and
- within further 3 months has been established and certified in writing by a medical practitioner and has been asserted by you or the insured person through submission of the medical certificate to us.

## 5.2.2 Limitation of benefit

Where one or more of the severe illnesses specified in item 4.1 have contributed to the health impairment and its consequences caused by an accident event or respectively the acute illness and/or disease, the benefit for definite (permanent) sports disability will be reduced in proportion to the share of the severe illness.

If the contributory share is 50% or less, the reduction shall however not be applicable.

In the case of death of the insured person, howsoever caused, within 15 months following the accident or the commencement of illness and/or disease respectively, there will be no entitlement to any sports disability benefits.

## 5.2.3 Type and amount of benefit

We will pay the benefit for definite (permanent) sports disability as a capital sum to the amount of the agreed sum insured.

Benefits from the temporary sports disability will be set-off against the benefit from a definite (permanent) sports disability.

## 5.3 Death benefit

Where the insured person dies as a consequence of the accident or of the illness and/or disease within 15 months following its first manifestation, we will pay the agreed sum insured.

Benefits from the temporary sports disability will be set-off against the death benefit.

## 5.4 Rehabilitation costs

### 5.4.1 Requirements for the benefit

#### 5.4.1.1 The following requirements must be met:

- Following an event insured falling within the contract, the insured person has - within a period of three years thereafter - for a continuous period of at least three weeks

undergone a medically required rehabilitation treatment due to the health impairment and its consequences caused thereby, with the aim to restore the ability to practice sports.

- The costs incurred therewith were asserted with us within one year after their incurrence.
- These requirements are proven by the submission of the medical release report as well as the approval documents for the rehabilitation treatment by the German Federal Pension Fund, the statutory and private health insurances and the social assistance or pension offices.
- A third party is not liable to pay benefits or denies its liability to pay benefits or its benefit payment has not been sufficient for settling the costs. In the latter case, only the remaining costs will be reimbursed.

If we have paid an insurance benefit and a third-party subsequently indemnifies, we shall be entitled to claim back the benefit paid by us to the extent of the amount paid by the third party.

#### 5.4.1.2 Included under the insurance are day-patient (i.e. partially in-patient) rehabilitation treatments, where the insured person – with the exception of the overnight-stay – receives the same therapy programme as any in-patients.

#### 5.4.1.3 Not insured are:

- intensive rehabilitation aftercare (IRENA),
- post hospital curative treatment (AHB) after a hospital stay,
- further inpatient treatment required by regulations of the employer's liability insurance association (BGSW),
- other full in-patient curative treatments, for which hospital daily allowance (from an accident or health insurance) is received from our or any other insurance company.

### 5.4.2 Scope of benefit:

The rehabilitation costs will be reimbursed once for each event insured up to 10% of the sum insured agreed for the definite (permanent) sports disability. Reimbursements for rehabilitation costs will be set-off against the benefit from any definite (permanent) sports disability or against any death benefit.

## 5.5 Surgery- and rescue costs in the case of an accident

### 5.5.1 Requirements for the benefit:

#### 5.5.1.1 The following requirements must be met:

- After an accident covered by the contract, the insured person underwent surgery and/or he/she incurred necessary costs for his/her transport as a consequence of the accident.
- Surgery is performed within three years following the accident.
- A third party is not liable to pay insurance benefits or denies its liability to pay or its benefit payment has not been sufficient for

settling the costs. In the latter case, only the remaining costs will be reimbursed.

If we have paid an insurance benefit and a third-party subsequently indemnifies, we shall be entitled to claim back the benefit paid by us to the extent of the amount paid by the third party.

### 5.5.2 Type and amount of benefit

For each accident we shall pay an insurance benefit up to 10% of the sum insured agreed for the definite/permanent sports disability for

- medical fees
- other surgery costs
- necessary costs for accommodation and food in the hospital;
- medically advisable return transports from a foreign country to the appropriate hospital closest to the place of residence of the insured person with a medically suitable means of transport (ambulance car of aircraft); the decision as to whether or not the insured person is transported by land or in an aircraft is assumed by the medical practitioner assigned by our service partner (phone number see insurance certificate/policy) in agreement with the attending physician;
- the transport of the injured person ordered by a physician from the place of the accident to the closest appropriate hospital or a special clinic.

Benefits for surgery- and rescue costs will be set-off against the benefit from any definite/permanent sports disability or against the death benefit.

## Event insured

### 6 What is to be considered if insurance benefit is claimed? (obligations in an event insured)

6.1 The event insured must be notified to us immediately.

6.2 Apart from the insurance certificate/policy, the following documents must be submitted to us:

6.2.1 In the case of sports disability:

- an account of the cause for the occurrence of the sports disability,
- detailed reports of the physicians who are currently treating or respectively have treated or examined the insured person, on the cause, commencement, type, progress and presumed currency of the ailment caused by the accident or insured illness and/or disease as well as on its consequences for the sports disability.

6.2.2 In the case of death:

- an official certificate of death containing the age and the place of birth,

- a detailed medical or official report on the cause of death as well as on the commencement and progress of the consequences of the accident or the insured illness and/or disease having resulted in the death of the insured person.

The costs associated with these supporting documents shall be borne by the person claiming the insurance benefit (claimant).

6.3 After the occurrence of the event insured we can demand that you and/or the insured person – in this case however at our cost – provide all information and submit further proofs required for the ascertainment of the event insured or the amount of our duty to indemnify.

6.4 Physicians, who have treated or examined the insured person (also for other reasons), hospitals and other medical institutions, other personal lines insurers, compulsory health insurance funds, employer's liability insurance associations and public authorities shall be given authorisation to provide all the information required for the assessment of the liability.

If you have already given your consent to us prior to the occurrence of the event insured, we will inform you before collecting personal health data. You can object to the collection. This could however result in a loss of entitlement to benefit, if no further information is given which is required for the ascertainment of the event insured or the scope of liability.

You may request at any time that data is only collected, if approval has been given respectively to the individual collection.

6.5 Where physicians are assigned by us, the insured person must permit them to examine him/her.

We shall pay the necessary certification costs.

6.6 We must be given the right to arrange – where necessary - for a post mortem examination to be carried out by a physician appointed by us.

### 7 What are the consequences of a breach of obligations?

Should there be a deliberate breach of an obligation pursuant to item 14, we are not liable to pay. In the case of a gross negligent breach of an obligation, we shall be entitled to curtail our benefit payments in the proportion corresponding to the degree of culpability. The burden of proving that there was not gross negligence involved is upon the claimant. The complete or partial release from the liability to pay shall only become effective, if we have indicated these legal consequences to you/the claimant in text form in a separate notification.

We shall also be liable to pay, if the claimant proves, that the breach of the obligation has neither been causal for the occurrence or the

ascertainment of the event insured, nor for the ascertainment or the scope of our liability to pay. This does not apply, where the obligation was fraudulently violated.

These provisions shall apply irrespective of whether or not we exercise a right to cancel, to which we are entitled due to the breach of a precontractual duty to disclose.

## **8 When is the insurance benefit due?**

We are obliged to declare in text form within one month, whether and to what extent we accept a claim. The period to run begins upon receipt of the documents and all information required for the assessment of our liability to pay (see item 7).

## **Period of insurance**

### **9 When does the contract begin and end?**

#### **9.1 Commencement of insurance cover**

Insurance cover commences at the point in time specified in the insurance certificate/policy, if you have paid the first or single premium immediately upon its due date within the meaning of item 11.3.

#### **9.2 Duration and termination of contract**

##### **9.2.1 Annual contract**

The contract is initially taken out for the period of one year. The contract shall be extended by one further year respectively, unless you or we have received a cancellation notice at least one month prior to the next due date.

##### **9.2.2 Legal consequences of a cancellation**

In the case of an effective cancellation, your duty to pay the premium and our duty to indemnify shall lapse at the time the cancellation enters into force. Your insurance is not changed into a non-contributory insurance. You will have no entitlement to payment of a buy-back value.

##### **9.2.3 Termination of insurance**

The insurance contract shall terminate for an insured person without a cancellation being required

- by the time the insured person reaches the age of 40;
- when the insured person dies;
- by the time the definite/permanent sports disability of the insured person occurs;
- by the time the exercise of the insured sport is abandoned without another insurance being taken out for another sport (see item 16);
- when the domicile or usual place of residence of the policyholder or the insured person is removed from the Federal Republic of

Germany or the Republic of Austria. The usual place of residence will no longer be within these territories, if in effect the domicile within the meaning of the centre of one's life is no longer within these territories.

## **10 When is the insurance cover suspended in the case of military service?**

Insurance cover shall become ineffective for the insured person, as soon as he/she serves in a military or similar formation participating in a war or a war-like operation between the countries of China, Germany, France, the United Kingdom, Japan, Russia or the USA. Insurance cover shall be resumed as soon as we have received your notification of the termination of such service.

## **Insurance premium**

### **11 What do you have to consider when making premium payments?**

#### **11.1 The premiums**

##### **11.1.1 Amount of premium**

The agreed premium owed by you is specified in the insurance certificate/policy. The premiums are based upon the exercised sport and the age that the insured person has reached.

The age is computed on the basis of the years of life completed. If an insured person reaches a higher tariff age category, the higher premium according to his/her age is to be paid starting with the next period of insurance.

##### **11.1.2 Reassessment of the premiums or sums insured**

###### **11.1.2.1 The premiums may be reassessed, if**

- the benefit requirement has changed unpredictably and not only temporarily with regard to the bases of calculation for the agreed amount,
- the amount reassessed pursuant to the adjusted bases of calculation is adequate and necessary in order to ensure that the insurance benefit can be permanently fulfilled, and
- an independent fiduciary has revised and confirmed the bases of calculation and the afore-mentioned preconditions.

###### **11.1.2.2 Reduction of the sum insured**

Instead of an increase of the premiums you can request an appropriate reduction of the sum insured.

###### **11.1.2.3 The reassessment of the premium or the reduction of the sum insured will become effective upon commencement of the second**

month following your notification of the reassessment or the reduction and the reasons relevant there-for.

## **11.2 Premium payment**

The premium is paid through your insurance intermediary or directly to us by bank transference.

## **11.3 Payment and consequences of late payment/first premium**

### **11.3.1 Due date and payment in time**

The first premium shall be due immediately after expiry of 30 days following receipt of the insurance certificate/policy.

### **11.3.2 Later commencement of the insurance cover**

If the first premium was not paid in time, the insurance cover shall commence earliest at the time the first premium was received by us or by your insurance intermediary. We shall not be liable to pay benefits for any event insured having possibly occurred in the meantime. This shall not be applicable, if you prove that you are not responsible for the failure to pay. Further, we will only be released from our liability to pay, if we have advised you of this legal consequence of the failure to pay the premium through separate notification in text form or through a demonstrative reference note in the insurance certificate/policy.

### **11.3.3 Withdrawal**

If the first premium could not be directly debited, if you have objected to the direct debit of the premium or if you have failed to pay the premium in time, we may withdraw from the contract, as long as the premium has not been paid. We cannot withdraw, if you prove that you are not responsible for the failure to directly debit/to remit.

In the case of withdrawal, we can request a reasonable expense charge.

## **11.4 Payment and consequences of late payment/subsequent premium**

### **11.4.1 Due date and payment in time**

Subsequent premiums shall be due and payable upon the respectively agreed point in time, which is specified in the insurance certificate/policy.

The payment is deemed to be in time, if the premium may be directly debited and you do not object to a justified direct debiting of the premium (only in the case of direct debit procedure through your intermediary or through us).

### **11.4.2 Default**

If you are responsible that a subsequent premium cannot be directly debited or if you have failed to pay the subsequent premium in time, you will be in default without any reminder.

We are entitled to demand compensation for any loss we have incurred as a result of the delay.

Irrespective thereof, you will be obliged to pay the subsequent premiums due.

We shall request from you in text form and at your own expense to enable us to directly debit the premiums within a payment term of at least two weeks. This time term will only be effective, if we individually specify the outstanding amounts of the premium as well as the interests and costs therein and also make reference to the legal consequences associated with the expiry of the time limit pursuant to items 11.4.3 and 11.4.4.

### **11.4.3 No insurance cover**

If you are still in default with payment of the premium or the interest or the costs after expiry of this payment term, no insurance cover will be provided from this date until payment is made, provided you were informed thereof with the payment request in accordance with item 11.4.2, para. 3.

### **11.4.4 Cancellation**

If you are still in default with payment of the premium or the interest or the costs after expiry of this payment term, we may terminate the contract without notice, if you were informed thereof accordingly with the payment request pursuant to item 11.4.2, para. 3. If we have cancelled and then you pay the requested premium within one month of the reminder, the contract will continue in force. There shall, however, be no insurance cover for insured events, which have occurred between the expiration of the payment term set out pursuant to item 11.4.2, para. 3, and the payment.

## **11.5 Premium in the case of premature termination of the contract**

Should the contract be terminated prematurely, we shall, unless otherwise agreed, only be entitled to that share of the premium, which corresponds to the elapsed contract period.

## **11.6 Premium payment to your intermediary**

The insurance intermediary named in the insurance certificate/policy is entitled to assume the collection of your premiums on behalf of us and obliged to forward them to us.

The payment of the premiums to the insurance intermediary named in the insurance certificate/policy is treated equally to any payment to us.

## **12. How are the conclusion- and distribution costs settled?**

Costs are incurred for the conclusion of insurance contracts. Allowance is made for these so-called conclusion - and distribution costs as a lump-sum in the premium tariff calculation, which is why they will not be invoiced to you separately.

The conclusion and distribution costs will consequently be paid from the ongoing premiums during the contractually agreed period of premium payment.

## **Further provisions**

### **13 What are the legal relationships of the persons involved in the contract with each other?**

**13.1** If the insurance has been taken out for accidents suffered by another person (third party insurance), the following provisions shall apply:

13.1.1 The insured person shall be entitled to directly claim benefits arising from the accident insurance with us and without your consent. We shall pay directly to the insured person.

13.1.2 You, as the policyholder, will inform each insured person on the insurance cover provided within the framework of this contract and on the right of the insured person pursuant to item 13.1.1.

13.1.3 You - and not the insured person - shall be the only one entitled to exercise any other rights under the contract.

13.1.4 In addition to the insured person, you shall be responsible for the due performance of the obligations.

**13.2** All provisions applicable to you shall also be applicable accordingly to your legal successors and other claimants.

**13.3** Prior to becoming due, insurance claims may not be assigned or pledged without our consent.

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### **14 What does the precontractual duty of disclosure mean?**

#### **14.1 Completeness and correctness of details concerning material circumstances relating to the risk**

Until submission of your contract declaration, you shall be obliged to disclose all circumstances relating to the risk and known to you, which we have enquired from you in text form and which are relevant to our decision as to whether or not to conclude the contract with the agreed content. You are also under the duty to disclose insofar as we pose questions within the meaning of

sentence 1 in text form subsequently to your contract declaration, but prior to our contract acceptance.

Material circumstances relating to the risk are deemed to be such circumstances, which are such as to have an effect on our decision as to whether or not to conclude the contract at all or with the agreed content.

Where another person is to be insured, such person will - together with you - be responsible for the truthful and complete disclosure of the material circumstances relating to the risk and for the replies to the questions he/she has been asked.

If the contract is taken out by your representative and this person is aware of the material circumstance relating to the risk, you must allow to be treated as though you had been aware thereof or had maliciously concealed the same.

### **14.2 Withdrawal**

#### **14.2.1 Preconditions and exercise of contract withdrawal**

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

This shall apply only, if we have indicated the legal consequences of any breach of duty to disclose to you in text form in a separate notification.

We must assert our right to withdraw from the contract in writing within a period of one month. When doing so, we must specify the circumstances, upon which we have based our declaration. Within the one-month period, we are also allowed to subsequently specify further circumstances in order to substantiate our declaration.

The period to run shall commence upon the time when we become aware of the breach of the duty to disclose, which gives reason to our right to withdraw.

Withdrawal shall be effective, when declared to you.

#### **14.2.2 Exclusion of the right of withdrawal**

We may not invoke our right to withdraw from the contract, if we were aware of the undisclosed circumstance relating to the risk or the fact, that there was an incorrect declaration.

We shall have no right of withdrawal, if you prove that you or your representative have stated such incorrect or incomplete details neither deliberately nor due to gross negligence.

Our right to withdraw from the contract on the grounds of a gross negligent violation of the duty



to disclose does not exist, if you prove that we would have concluded the contract also if we had known about the non-disclosed circumstances, although with different terms and conditions.

#### **14.2.3 Consequences of the withdrawal**

There will be no insurance cover in the case of withdrawal from the contract.

If we withdraw from the contract after the insured event has occurred, we may not deny the insurance cover, if you prove that the incomplete or incorrectly disclosed circumstance was neither the cause of the occurrence of the event insured, nor of the ascertainment or the scope of benefit.

Also in this case, there will be no insurance cover, if you have fraudulently violated the duty to disclose.

We shall be entitled to that part the premium corresponding to the contractual period elapsed until the declaration of withdrawal has become effective.

#### **14.3 Cancellation or retroactive contract adjustment**

**14.3.1** If our right to withdraw from the contract is excluded, because your breach of the duty to disclose was neither due to a deliberate act nor due to gross negligence, we shall be entitled to cancel the insurance contract in written form by observing a notice period of one month.

This shall apply only, if we have indicated the legal consequences of any breach of duty to disclose to you in text form in a separate notification.

When doing so, we must specify the circumstances, upon which we have based our declaration. Within this period of one month, we are also allowed to subsequently specify further circumstances in order to substantiate our declaration.

The period to run shall commence upon the time when we become aware of your breach of the duty to disclose.

We may not invoke our right to withdraw from the contract due to a breach of the duty to disclose, if we were aware of the undisclosed circumstance relating to the risk or the fact, that there was an incorrect declaration.

Our right of cancellation will also be excluded, if you prove that we would have concluded the contract also if we had known about the non-disclosed circumstances, although with different terms and conditions.

**14.3.2** If we are not able to withdraw from or cancel the contract, because we would have concluded the contract also if we had known about the non-disclosed circumstances, although with different

terms and conditions, such different terms and conditions will retroactively become an integral part of contract upon our request. If you have not been responsible for the breach of duty, such different terms and conditions will be included as an integral part into the contract with effect from the current period of insurance.

This shall apply only, if we have indicated to you the consequences of any breach of duty to disclose in text form in a separate notification.

We are to enforce the contract adjustment in writing within the period of one month. When doing so, we must specify the circumstances, upon which we have based our declaration. Within the period of one month, we are also allowed to subsequently specify further circumstances in order to substantiate our declaration.

The period to run shall commence upon the time when we become aware of the breach of the duty to disclose, which entitles us to adjust the contract.

We may not invoke a contract adjustment, if we were aware of the undisclosed circumstance relating to the risk or the fact, that there was an incorrect declaration.

Where through the contract adjustment the premium is increased by more than 10% or should we exclude any insurance coverage for the non-disclosed circumstance, you will be entitled to cancel the contract in text form without notice within a period of one month following receipt of our notification.

#### **14.4 Avoidance of contract**

Our right to avoid the contract on the grounds of wilful deceit remains unaffected. In the case of avoidance we shall be entitled to that part the premium corresponding to the contractual period elapsed until the declaration of avoidance has become effective

### **15 What should be taken into account when making notifications to us? What applies in the case of a change of your address?**

**15.1** All notifications and declarations of intent destined for us are to be directed to:

- our main office/head office or
- your insurance intermediary.

**15.2** If you have failed to notify us or your insurance intermediary of a change of your address, it shall be sufficient for any declaration of intent to be given to you to send a registered letter to address last known to us. The declaration shall be deemed to be received upon three days following dispatch of the letter.

The same shall apply accordingly to a change of name.

## **16 Changing and giving up the insured sport?**

The insured sport is specified in the insurance certificate/policy.

Where the exercised sport changes or if the insured person gives up his/her activity as a professional sportsperson, you have to notify us or your insurance intermediary thereof immediately in text form.

We may at our own discretion decide as to whether or not we conclude a new insurance contract for the changed sport.

By giving up the insured sport without the insured person exercising a new sport, the insurance contract shall elapse for the respective insured person.

## **17 How important is the insurance certificate?**

We may consider the holder of the insurance certificate/policy to be entitled to dispose of the rights arising from the insurance contract, in particular to receive benefits. But we may also demand that the holder of the insurance certificate proves his/her entitlement.

## General Contractual Information

### 18 Information on the Insurer

#### 18.1 Address

KILN Europe S.A., German Branch  
Westendstr. 28, 60325 Frankfurt am Main  
Phone: +49 69 7167588-10  
Fax: +49 69 7167588-11  
www.kilngroup.com

#### 18.2 Head office of the company

Head office of the company is Liege, Belgium.

#### 18.3 Legal form:

Société Anonyme (S.A.), AG pursuant to Belgian law.

#### 18.4 Legal representative

Legal representative of the KILN Europe S.A. is Olivier Terlinden, Managing Director of KILN Europe S.A.

#### 18.5 Main business activity

Operation of all insurance classes of property and personal lines insurances (but not substitutive health- and legal expenses insurances), reinsurance business and sale of all types of insurance.

#### 18.6 Responsible Supervisory Authority

Kiln Europe S.A. is regulated by the Belgian financial supervisory authority (FSMA), Rue du Congrès 12-14, 1000 Brussels, www.fsma.be. The German branch is additionally regulated by the German Federal Supervisory Authority, the Bundesanstalt für Finanzdienstleistungsaufsicht, Graurheindorfer Str. 108, 53117 Bonn. www.bafin.de. Tel: 0228 41080.

### 19 Information on the insured benefits

#### 19.1 Main features / legal basis

19.1.1 Bases of the insurance contract are your application/proposal form (where applicable), the present insurance terms and conditions, into which our tariff provisions have been included, your insurance certificate/policy as well as the Insurance Contract Law in its reformed/revised version of 01.01.2008.

19.1.2 This insurance provides coverage for accidents and illnesses and/or diseases (see item **Error! Reference source not found.**) with the defined benefits, as specified in the insurance certificate/policy, which will be due and payable in accordance with item **Error! Reference source**

**not found.** We, as insurer, shall pay the contractually agreed insurance benefits within the framework of said insurance conditions.

#### 19.2 Costs and terms of payment

With the exception of the premium specified in the insurance certificate/policy (incl. the statutory insurance premium tax) you will not have to bear any other costs for the conclusion of contract and the insurance coverage.

You must pay the premium in accordance with the terms of payment specified in the insurance certificate/policy; see also item **Error! Reference source not found.**

#### 19.3. Period of validity

We can change the present terms and conditions of insurance at any time, but not, however, for existing contracts.

We agree to be bound to our offer (quotation) for a period of 30 days.

### 20 Information on the contract

#### 20.1 Conclusion of your contract

The contract is concluded through our cover note. Commencement of the contract and of your insurance cover shall be day specified in the insurance certificate/policy at midnight.

#### 20.2 Revocation information pursuant to Article 8 para. 2 no. 2 of VVG (Insurance Contract Law)

##### 20.2.1 Right of revocation

You are entitled to revoke your contract declaration within two weeks in text form (e.g. letter, facsimile, e-mail) and without statement of reasons.

The period begins to run on the day after which you have received in text form the insurance certificate/policy, the contract provisions including our general terms and conditions of insurance as well as the contractual information as per Art 7 para. 2 of the Insurance Contract Law and the present revocation information.

The revocation period in electronic business translations (online application or online contract conclusion respectively) does not begin to run until we have also complied with the additional duties especially applicable to this distribution channel pursuant to article 312e para. 1 sentence 1 of the Civil Code [BGB] (means for the correction of input errors, confirmation of the application).

In order to observe the revocation notice period the dispatch in time of the revocation is deemed sufficient. The revocation notice is to be addressed to:

KILN Europe S.A., German Branch  
Westendstraße 28  
60325 Frankfurt am Main

### **20.2.2 Consequences of the revocation**

In the case of an effective revocation insurance cover ends and we shall reimburse to you that part of your premium which attaches to the period following receipt of the revocation,

We shall be entitled to retain that part of your premium, which falls upon the period until the receipt of the revocation, provided you have agreed that the insurance cover incepts prior to the lapse of the revocation period. If you have not given any such approval or where the insurance cover does not incept prior to the lapse of the revocation period, we shall return the entire premium amount.

We shall reimburse premium amounts to you immediately; latest upon 30 days following the receipt of the revocation.

### **20.2.3 Special information**

Your right of revocation shall be excluded, if upon your express request the contract has been completely fulfilled completely by both contractual parties before you have exercised your right of revocation.

The right of revocation shall not exist in the case of contracts with a period of less than one month.

### **20.3 Period of contract and cancellation and termination provisions**

The contract is valid for the term specified in the insurance certificate/policy. The cancellation and termination provisions are contained in item 9.

## **21 Information on legal procedures**

### **21.1 Which law applies?**

This contract shall be subject to German law.

### **21.2 Which is the court of competent jurisdiction?**

20.2.1 For legal actions against us arising from the insurance contract, the place of jurisdiction is Frankfurt am Main. If you are a natural person, locally responsible is also the competent court of jurisdiction of the district, in which you are domiciled by the time the legal action is taken, or failing which, where you maintain your usual place of residence.

20.2.2 If you are a natural person, legal actions against you arising from the insurance contract must be asserted in the competent court of jurisdiction responsible for your domicile, or failing which, for your usual place of residence. If you are a legal entity, the competent court of jurisdiction is

determined by your registered head office or your branch office.

20.2.3 Where your residence, head office or your branch office is located in a state outside the European Community, of Iceland, Norway or Switzerland, the place of jurisdiction will again be Frankfurt am Main.

### **21.3 Contract language**

The contract language is German. All correspondence will be exclusively in German language.

## **22 Who is responsible for your complaints?**

### **22.1 Ombudsman**

Our company is member in the Versicherungs-Ombudsmann e.V. Thus, you can avail yourself of the free, out-of-court dispute settlement procedures.

The Versicherungs-Ombudsmann can deal with complaints up to a claims value of currently € 80,000.

For decisions up to an amount of € 5,000 we undertake to waive our right to bring action in court and to accept the arbitration ruling of the Ombudsman.

The option for you to take legal measures shall remain unaffected thereby.

The Versicherungs-Ombudsman can be reached under:

[beschwerde@versicherungsombudsmann.de](mailto:beschwerde@versicherungsombudsmann.de)

Postfach (P.O.Box) 080632, 10006 Berlin.

### **22.2 Supervisory body**

You may also direct complaints to the responsible supervisory body at the following address:

Bundesanstalt für Finanzdienstleistungsaufsicht  
(BaFin)  
Graurheindorfer Str. 108  
53117 Bonn  
Germany

## Notice on Data Processing

### 23 Preliminary remarks

Insurance companies can presently only fulfil their tasks by use of electronic data processing (EDP). This is the only possibility to deal with insurance relationships in a correct, rapid and economic way, and EDP also provides for a better protection of the Insureds against wrongful acts than the manual procedures applied so far.

The processing of all your personal data disclosed to us is regulated by the Bundesdatenschutzgesetz (BDSG; Federal Law on Data Protection). According thereto, the processing and use of data is admissible, where the BDSG or any other legal provision permits it or if the person involved has agreed thereto.

The BDSG always permits the processing and use of data, where this is done within the framework of the purpose of a contractual relationship or any confidential relationship similar to a contractual one, or insofar as it is required in order to preserve justified interests of the filing unit and provided that there is no reason to assume that the concerned party's interest meriting protection as to the exclusion of the processing or use prevails.

### 24 Declaration of consent

Irrespective of this weighing of interests to be applied in any individual case and with regard to a secure legal basis for the data processing, a declaration of consent pursuant to the BDSG has been included into your insurance application and proposal form. This declaration will continue to be valid following the termination of the insurance contract, but it will however lapse - except for Life- and Accident Insurances - already upon any refusal to accept the application or in the case of revocation on your part, which is possible at any time.

Where the declaration of consent is deleted in whole or in part at the time of application, there is a possibility that no contract will be concluded. Despite revocation or deletion of any declaration of consent in whole or in part, data may be processed and used within the limited framework permitted by law, as described in the preliminary remarks.

### 25 Declaration of release from pledge of secrecy

In addition, the transmission of data, which is subject to professional secrecy, as for example with regard to medical practitioners, also requires a special permission to be granted by the party concerned (release from pledge of secrecy). Consequently, in Life-, Health- and Accident Insurance (Personal Insurance) a Clause on Release from Pledge of Secrecy is also contained

in the application (or respectively in the claims / benefit notifications).

Hereinafter, we will specify several important examples for data processing and -use.

#### 25.1 Storing of data by your insurers

We store data, which is necessary for the insurance contract. This primarily relates to your application data, e.g. name, first name, address, date of birth, profession. Further, other insurance-relevant data, such as client's number (partner number), sum insured, period of insurance, premium, bank link as well as the data on any third party, if required, as for example the data of any insurance agent/ broker, any expert or any medical practitioner (Schedule) will be recorded in connection with the contract. If the event insured occurs, we will store your data submitted with regard to the claim and, where necessary, also any data and statements made by third parties, as for example the degree of disablement for loss of service diagnosed by the medical practitioner, the statement given by your repair workshop on any total loss with regard to a vehicle or upon expiry of a Life-Insurance the amount of payment (insurance benefit data).

#### 25.2 Data transmission to reinsurers

In the interest of the Insureds, the insurer will always pay attention to a balance of the risks assumed by it. Therefore, we quite frequently transfer parts of the risks to national and international reinsurers. Such reinsurers also require from us the transmission of the respective data relevant to the insurance, such as insurance contract number, premium, type of coverage and of risk and of additional risk charge as well as in individual cases also your personal data. Where reinsurers co-operate in the assessment of risk and of loss or damage, they will also be given access to any other documents required with regard thereto. In some cases reinsurers use the service of further reinsurers, whom they will also provide with the respective data.

#### 25.3 Data transmission to other insurers

Pursuant to the Law on Insurance Contracts, upon application or amendment to the contract or in the case of a claim the Insured must disclose to the insurers all circumstances relevant to the assessment of the peril and the claims' procedures and settlements. These relate, among others, to previous illness or disease and to previous loss or damage or notice to be given on any other insurances covering similar risks (whether or not applied for, existing, refused or cancelled). In order to avoid wrongful use of insurances or to clarify possible contradictions, if any, within the data submitted by the Insured, or to fill in the gaps as regards the assessments on the loss or damage occurred, it may be necessary to ask other insurers for information or to provide respective information upon request.

In other particular cases (double insurance, legal subrogation as well as repartition agreements), there is also a requirement to exchange personal data between the insurers. In such cases, data of the party concerned, such as name and address, vehicle licence number, type of coverage and of risk or particulars on the loss or damage, such as amount of damage and date of loss, will be forwarded.

#### **25.4 Centralised reference systems**

In the course of the review of an application or any loss or damage, it might be necessary to make inquiries with the responsible competent professional association or with other insurers or to respond to any respective inquiries made by other insurers in order to assess the risk or to clarify the state of facts or to avoid insurance fraud. **For that purpose centralised reference systems are maintained by the GDV and the PKV-Verband (Association). Inclusion into such reference systems and their use is exclusively effected for such purposes, the pursuit of which is permitted within the framework of the respective system, that is to say, only insofar as certain requirements are being fulfilled.**

Example: Accident Insurance:

Notification in case of relevant breach of the duty to disclose prior to contract conclusion.

Refusal to pay benefit due to wilful breach of obligation in any benefit case, due to simulation of an accident or the consequences of an accident.

Extraordinary cancellation by the insurer following payment of benefits or legal action for payment of benefits.

Purpose: Assessment of risk and detection of insurance fraud.

#### **25.5 Consultancy through insurance agents / intermediaries**

You are being counselled by one of our insurance agents/brokers in any matters concerning your insurance. Within this meaning, agents/brokers may refer to individual persons as well as agency/intermediary companies.

In order to be able to comply with his tasks properly, we submit to the agent/broker for this purpose all information necessary for consultancy and counselling disclosed in your application-, contract- and benefit-data, e.g. insurance contract number, premiums, type of insurance coverage and of risk, number of loss events and amount of insurance benefits paid. It is also possible to submit health data to the responsible agent/broker, but however only for the purpose of contract adjustments in personal insurance.

Agents/intermediaries process and use this personal data themselves within the framework of

the aforementioned counselling and consultancy of the client. They will also be informed by us on alterations with regard to any client-relevant data.

Each agent/intermediary is legally and contractually obliged to comply with the provisions of the BDSG and the special duties of secrecy (e.g. professional secrecy and confidential data) imposed there-under.

#### **26 Further information and explanations on your rights**

Apart from the aforementioned power of revocation, you have, as a concerned person, pursuant to the Bundesdatenschutzgesetz a right to be informed and under certain circumstances a right to have any of your data that has been saved in any file, corrected, blocked or deleted.

For any further possible information and explanations, please contact your insurer's in-house representative for data protection. Please also always direct to your insurer any request for information, correction, blocking or deletion with regard to data stored with the reinsurer.