



KILN Business Travel Insurance Policies 2011

Conditions of insurance, general contract information and data processing information sheet

Introduction

You as the policyholder are our contractual partner.
The insured persons are specified in the insurance contract.

As the insurer, we provide the contractually agreed benefits.

The benefits which may be agreed are specified in the conditions of insurance below.
The benefits which are contractually agreed are specified in the insurance contract.

These conditions include KILN's acceptance guidelines, the general contract information to be provided in accordance with Section 7 of the Insurance Contract Act (VVG) (information for the policyholder) in conjunction with the Regulation on Insurance Contract Information (VVG InfoV) and the data processing information sheet and have been consolidated and expanded for KILN customers.

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Part 1

General Conditions of Insurance and General Contract Information for the KILN Business Travel Insurance Policies (KILN Business Travel General Conditions of Insurance 2011)

The KILN Business Travel General Conditions of Insurance 2011 apply in addition to all other Special Conditions of Insurance listed below which form the basis of the insurance contract.

The insured persons / business trip definitions

1 Who is insured when and where?

1.1 KILN Business Travel Insurance applies:

- during the validity of the contract;
- for the insured persons named in the insurance contract;
- during a foreign and/or domestic business trip (according to the definition in the Special Conditions).

1.2 Domestic is deemed to be the national territory in which the insured person has

- his usual place of residence and
- his usual site of work.

A site of work is the smallest organisationally definable administrative unit of an office where the person undertaking the business trip regularly performs his work duties.

1.3 Business trip definition

1.3.1 A business trip is deemed to be a trip:

- during which the normal place of employment is left in order to carry out business duties at an external place of business; and
- which is ordered or authorised by the employer either in writing or electronically. Orders or authorisations are not necessary if they are not applicable according to the office of the person undertaking the business trip or according to the nature of the business duty. In such cases the business trip must be approved and if appropriate reimbursed by the employer.

Business trips are also deemed to be trips on the occasion of recruitment, transfer, secondment or cancellation of such secondment as long as the remaining conditions of this clause are fulfilled.

The place of employment is the community in which the site of work of the person undertaking the business trip is located.

The place of business is the location at which the external business duties are to be carried out.

1.3.2 The following are deemed not to be business trips:

- 1.3.2.1 the route to and from the normal site of work;
- 1.3.2.2 private and personal trips;
- 1.3.2.3 holiday and petty work for the employee during such time;
- 1.3.2.4 events of a private nature arranged by the employer or its organs such as company functions and sports events irrespective of the way in which the insured person takes part in such functions or sports events (as a "normal" participant, organiser, setting up equipment or as a representative of the board of managers);
- 1.3.2.5 - insofar as nothing is agreed to the contrary – business errands.

Business errands are errands or trips at the place of business or residence outside of the site of work which are necessary for carrying out business operations and which have been ordered, authorised or approved by the employer either orally or in writing (e.g. meetings, the conveyance of documents, stock, post or equipment). A place which serves as a temporary residence is the same as a place of residence.

1.4 Commencement and end of the insurance cover

- 1.4.1 The insurance cover for business trips commences as soon as the insured person has left the business premises at which he carries out his permanent job for the start of the business trip, and ends at the same place.

As alternatives to the business premises, the commencement and end of the insurance cover are also deemed to take effect at the following places:

- the building in which the permanent workplace is situated if this is not on business premises; or
- the insured person's place of residence if the business trip is commenced directly from such place or if such place is visited before the workplace after the end of the trip.

1.4.2 If insurance cover for the individual insured benefits only applies abroad then insurance cover for business trips shall commence upon crossing the border of the country of residence and shall end upon crossing the same border for the return journey.

1.4.3 If a job at an external site lasts longer than three months then such external site shall be considered to be the regular site of work.

A business trip – and therefore also the insurance cover – therefore ends no later than upon the expiry of the third month at midnight.

The 3-month period shall be re-calculated if the employee suspends the external job for operational reasons for at least four weeks.

2 What are the legal relationships between the parties to the contract?

2.1 The following provisions shall apply if insurance has been taken out against insured events which affect others (third party insurance):

2.1.1 The insured person may claim benefits under the insurance by contacting us directly without your consent. We shall make payment directly to the insured person.

2.1.2 This notwithstanding, the following shall apply with regard to health insurance benefits pursuant to Part 2 of these Conditions:

If you wish to nominate the insured person as the authorised beneficiary of the insurance benefit, you may do so by means of a declaration to be submitted to us in written or electronic form. The nomination may be revocable or irrevocable. If you have issued instructions to such effect, then only the insured person nominated by you may request the insurance benefit. In this case, we shall make payment directly to the insured person. If the insured person is not nominated as an authorised beneficiary, then only you as the policyholder may request the insurance benefit.

2.1.3 You as the policyholder shall inform each insured person about the existing insurance cover within the scope of this contract and also about the rights of the insured person pursuant to Clause 2.1.1.

2.1.4 You alone and not the insured person may exercise any other rights arising from the contract.

2.1.5 Both you and the insured person must fulfil any obligations.

2.2 All stipulations which are applicable to you must be applied analogously to your successors in title and other claimants.

2.3 Insurance claims may be neither transferred nor pledged prior to maturity without our consent. The right to indemnity under private liability insurance may be assigned to injured third parties.

3 What must you observe with the definition of insured persons?

The group insurance policy may be concluded with or without specifying the names of the insured persons. The agreed form is specified in the insurance contract.

3.1 Insurance policies without specified names

3.1.1 Insurance cover exists for persons belonging to the group specified in the contract.

3.1.2 You must identify and list the persons to be insured in such a way that it is impossible for there to be any doubt as to whether the person suffering loss belongs to the group of insured persons.

3.1.2.1 You are obliged to provide us with the figures which are necessary for calculating the premium, e.g.:

- number of insured persons on the **premium due date** of any year;
- number of days spent on business trips for any year, divided into Germany, Europe and rest of world where required,

by three months after the premium due date. If more than one group of persons is insured, then these figures are required for each group.

3.1.2.2 Based on your submissions, we calculate the premium to be paid for the prior period of time and for the current insurance year and raise a corresponding premium statement.

3.1.3 The insurance cover for the individual insured person expires if he terminates the existing employment relationship with you.

3.2 Insurance policies with specified names

3.2.1 Insurance cover exists for the named persons.

3.2.2 You may register non-insured persons for the insurance policy at any time if the profession or occupation and the insured sums are the same as those for the persons who are already insured. Insurance cover exists for the additional persons to the agreed extent as of the receipt of their registration by us.

3.2.3 Persons in other professions or with other occupations or with higher insured sums are only insured after we have come to an agreement with you about insured sums and the premium.

- 3.2.4** We are entitled to refuse to insure individuals after carrying out a risk assessment. If we refuse, the insurance cover expires one month after we have issued our declaration.
- 3.2.5** For insured persons who are to withdraw from the contract, the insurance cover expires no earlier than the date on which your notice is sent to us.

The term of cover

4 When does the contract commence and end?

4.1 Commencement of the insurance cover

The insurance cover commences on the date specified in the certificate of insurance if you pay the first or one-off premium on time in accordance with Clause 12.2.

4.2 Term and termination of the contract

4.2.1 The contract is concluded for the period set out in the certificate of insurance.

If the term of the contract is at least one year, then the contract shall extend by one year at a time unless notice of termination is sent to you or to us by no later than three months before the expiry of the respective insurance year.

If the term of the contract is less than one year, then the contract shall come to an end at the agreed time without requiring any notice of termination.

If the term of the contract is more than three years, then the contract may be terminated upon the expiry of the third year or upon the expiry of each following year. The notice of termination must be sent to you or to us by no later than three months before the expiry of the respective insurance year.

4.2.2 The insurance contract comes to an end if the business is closed. A transfer of enterprises is not deemed to be the closure of business.

We are entitled to terminate the insurance contract with a notice period of one month if insolvency proceedings are commenced in relation to your assets or if the commencement of such proceedings is dismissed for lack of assets.

4.2.3 If a return journey is impossible due to unfitness to travel supported by a medical certificate and treatment beyond the end of the insurance contract is consequently necessary, the duty to provide any benefit under this contract will continue to exist until fitness to travel is restored but for no longer than a period of four weeks.

4.3 Termination following an insured event

4.3.1 If we have provided benefit or if you have sued us for benefit, either you or we may terminate the contract by giving notice.

Such notice of termination must be made in written or electronic form and received by the respective party by no later than one month after the payment of benefit or, in the case of litigation, after withdrawal of the claim, admission, settlement or final judgment.

We may also terminate the insurance cover of individual insured persons on the same conditions and with the same notice period.

4.3.2 If you give notice of termination, such notice shall take effect as soon as we receive it. You may however specify that the notice of termination shall take effect at a later date, but no later than the end of the current insurance period.

Notice of termination given by us shall take effect three months after you receive it.

In the event of payment of benefit with respect to an insured event in accordance with Part 2 of these Conditions, we shall not be entitled to give notice of termination in accordance with the above conditions.

4.4 Suspension of insurance cover during military deployments

Insurance cover for the insured person shall be suspended as soon as he commences service in a military or similar formation involved in a war or hostilities between the countries of China, Germany, France, Great Britain, Japan, Russia or the USA. Insurance cover shall be reinstated as soon as we receive your notification of the end of service.

Exclusions

5 When is there no insurance cover?

Apart from the restrictions and exclusions listed in the Special Conditions of Insurance, there is in principle no insurance cover for losses:

5.1 which are caused deliberately by the insured person;

5.2 which the insured person causes as a result of or during the deliberate commission of a criminal offence or the deliberate attempt to commit such an offence;

5.3 caused by atomic energy.

The compensation of damages caused by atomic energy in the Federal Republic of Germany complies with the German Atomic Energy Act. The operators of nuclear installations are obliged to provide compulsory cover and conclude liability insurance policies for this purpose;

- 5.4** during the practice of the following professions / occupations:
- artist, stunt man, animal taimer;
 - persons who work underground in the mining industry;
 - detonation and clearance personnel, as well as munitions detection personnel;
 - professional diver;
 - professional, contract and licensed sportspersons (including racing driver and jockey);
 - journalist, reporter and similar.

The Insured event

6 What must be observed following an insured event? (Obligations)

We are unable to provide our benefits without your cooperation and that of the insured person.

- 6.1** An insured event within the meaning of this contract is an event which causes a loss covered by the insurance or, in the case of liability insurance, which could result in liability claims against the insured person.
- 6.2** The obligations to be fulfilled following the occurrence of an insured event are set out in the Special Conditions below.
- 6.3** In principle, there is an obligation:
- 6.3.1** to avoid or mitigate the loss wherever possible;
- 6.3.2** to inform us immediately in a truthful and complete manner of all the details of any circumstance which could result in an obligation to provide benefit;
- 6.3.3** to truthfully complete the “notification of an insured event” form sent to you by us and to return the same to us without delay;
- 6.3.4** to provide documentary evidence that the insured event occurred during a business trip;
- 6.3.5** to provide any additional relevant information requested by us in a truthful manner;
- 6.3.6** to permit us to conduct any reasonable investigation into the cause of the loss and into the amount of benefit to be provided by us;
- 6.3.7** to follow our instructions;
- 6.3.8** to arrange for the production of documents requested by us as evidence for the claim, particularly invoices for costs and medical certificates;
- 6.3.9** to authorise medical practitioners who have treated or examined the insured person (even if they have done so for other reasons), hospitals and other medical establishments, other personal insurers, statutory sickness funds, workers’ compensation insurers and authorities to issue all the information required for an assessment of the obligation to provide benefit.

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

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

- 6.3.10** to report insured events occasioned by criminal offences (e.g. burglary, robbery, malicious damage, bodily harm) to the responsible police station immediately and to have the report certified;

- 6.3.11** to inform us of the existence of other insurance policies providing cover for the insured event in question and of claims made and indemnity payments received under such insurance, and to inform us of third parties’ obligations to provide compensation;

- 6.3.12** to claim for insurance benefits from us in written or electronic form.

- 6.4** Further deadlines which are set out in the Special Conditions must be observed for individual types of benefit. However, the Special Conditions deal with prerequisites for making claims and not with obligations.

7 What are the consequences of non-observance of obligations?

- 7.1** If an obligation under Clause 6 is intentionally breached, you shall lose your insurance cover. In the event of the grossly negligent breach of an obligation, we shall be entitled to reduce our benefit in proportion to the severity of your negligence. Both of these conditions shall only apply if we have drawn your attention to such legal consequences by means of a separate communication in written or electronic form.

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

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

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

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

8 What is required for claims against third parties?

With the exception of the accident insurance policy, the following conditions apply:

If indemnity can be claimed for an insured event under another insurance contract (e.g. health insurance, statutory social insurance benefits, other insurers or persons), the other contract shall take precedence over this insurance contract. If the insured event is notified to KILN first, we shall provide advance benefits.

If you are entitled to claim damages from a third party, then insofar as we have compensated the loss, this claim shall be transferred to us. Such transfer cannot be exercised to your detriment.

You must protect your claim for compensation or any right which serves to secure such claim, subject to compliance with the applicable formal and deadline requirements, and you must where necessary cooperate in the implementation of the same by us. If you deliberately breach this obligation, then insofar as we are consequently unable to obtain compensation from the respective third party, we shall not be obliged to provide any benefit. In the event of a grossly negligent breach of the obligation, we shall be entitled to reduce our benefit in proportion to the severity of your negligence; the burden of proving that no gross negligence was involved rests with the policyholder.

If the claim for compensation is made against someone with whom the insured person lives in a joint household at the time the loss occurs, then the claim may only be transferred to us if this person caused the loss deliberately.

9 What amount must you bear yourself? (Excess)

Various excesses may be agreed for individual benefits. These excesses are specified in your insurance contract.

10 When are the benefits payable?

- 10.1** If our obligation to provide benefit is established in principle and as regards the amount, then payment of the benefit must be made within two weeks unless the Special Conditions state otherwise.
- 10.2** Our obligation will be deemed to have been fulfilled once the amount in euros has been transferred to a domestic financial institution.
- 10.3** Interest is payable on the indemnity at a rate of 5 percentage points above the base rate of the European Central Bank p.a. if we or any organisation commissioned by us fail(s) to pay such indemnity within one month of the due date.

11 In which currency are benefits paid?

We pay insurance benefits in euros (€).

Costs incurred in other currencies shall be converted into euros at the exchange rate applicable on the day on which we receive the supporting evidence. The daily rate for traded currencies shall be the official exchange rate in Frankfurt, whereas the rate from the latest editions of "Währungen der Welt" ("Currencies of the World") published by Deutsche Bundesbank in Frankfurt shall apply to non-traded currencies unless you present a bank receipt as evidence that you purchased currencies necessary for the payment of invoices at a less favourable rate.

The insurance premium

12 What must you observe when paying the premium? What happens if you do not pay a premium on time?

12.1 Premium and insurance tax

The premium charged includes insurance tax which you are required to pay at the relevant statutory rate.

12.2 Payment and consequences of delayed payment / Initial or one-off premium

12.2.1 Due date

The first or single premium is due immediately after the expiry of two weeks from the receipt of the certificate of insurance.

If it is agreed that payment of the premium shall be in instalments, the first instalment shall be deemed to be the first premium.

12.2.2 Later commencement of the insurance cover

If you do not pay the first or one-off premium on time but instead pay it at a later date, then the insurance cover shall only commence from this date. This shall not apply if you prove that you are not responsible for the non-payment.

12.2.3 Rescission

If you do not pay the first or one-off premium on time, then we shall be entitled to rescind the contract as long as the premium has not been paid. We shall not be entitled to rescind if you prove that you are not responsible for the non-payment.

12.3 Payment and consequences of delayed payment / subsequent premium

12.3.1 Due date and timely payment

The subsequent premiums are due on the date agreed in each case.

Payment is deemed to be timely if it is made by the date set out in the certificate of insurance or in the premium invoice.

12.3.2 Default

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

We shall send you a demand in written or electronic form at your expense asking you for payment and will set you a payment deadline of at least two weeks. This deadline shall only apply if we set out in detail in the written or electronic demand the outstanding premium amounts and the interest and costs and if we cite the legal consequences associated with the expiry of such deadline pursuant to Clauses 12.3.3 and 12.3.4.

We are entitled to claim compensation for any loss incurred by us due to the default.

12.3.3 No insurance cover

If you are still in default of payment following the expiry of this payment deadline, then as of such date and up until such payment there shall be no insurance cover provided you have been made aware of this in the payment demand pursuant to paragraph 2 of Clause 12.3.2.

12.3.4 Notice of termination

If you are still in default of payment following the expiry of this payment deadline, then we may terminate the contract without notice provided that we have made you aware of this in the payment demand pursuant to paragraph 2 of Clause 12.3.2.

If we have terminated the contract and you subsequently pay the demanded premium within one month of such termination, the contract shall continue to be in force. However, no insurance cover shall exist for insured events occurring in the interval between receipt of the notice of termination and such payment.

12.4 Timeliness of the payment with direct debit authorisation

If it is agreed that the premium shall be collected from an account, payment is deemed to be on time if the premium can be collected on the due date and you do not oppose an authorised collection.

If a due premium cannot be collected by us or your insurance broker for reasons which are not your fault, the payment will still be on time if it is made immediately after our written or electronic demand for payment is sent.

If the due premium cannot be collected because you have withdrawn the collection authorisation or if you are responsible in other ways for the premium not being able to be collected, we shall be entitled to request future payments outside of the direct debit process. You are only obliged to transfer the premium when you have received a written or electronic demand from us to do so.

12.5 Partial payment and consequences of late payment

If it is agreed that payment of the premium shall be made in instalments, the outstanding instalments become due immediately if you are in default with the payment of one of the instalments. Furthermore, we may demand annual premium payments for the future.

12.6 Premium payments to your insurance broker

Your insurance broker named in the certificate of insurance is entitled to undertake the collection of premiums on our behalf and is obliged to forward them to us.

The payment of premiums to such insurance broker is deemed to be the same as payment to us.

Other provisions

13 What does the pre-contractual duty of disclosure entail?

13.1 Completeness and accuracy of statements on circumstances relevant to risk

By the time you submit your policy declaration, you are obliged to notify us of all facts material to any risk known to you which we have requested from you in written or electronic form and which are relevant to our decision to conclude the contract with the agreed content. You also have a duty of disclosure if we send you questions within the sense of the preceding sentence in written or electronic form following your policy declaration but before our policy acceptance.

If any other person is to be insured then this other person shall also be responsible for the truthful and complete disclosure of such facts material to any risk and for answering the questions put to him.

If the contract is concluded by your authorised agent and if this authorised agent has knowledge of any such fact material to risk you shall be deemed to have had personal knowledge of such fact material to risk or to have fraudulently concealed it.

13.2 Rescission

13.2.1 Requirements for and exercise of rescission

We shall be entitled to rescind the contract if you breach your duty of disclosure pursuant to Clause 13.1.

This shall only apply if we have drawn your attention to the consequences of any breach of the duty of disclosure by means of a separate communication in written or electronic form.

We must exercise our right of rescission in writing within one month. In so doing, we must state the circumstances forming the basis of our declaration. We may subsequently specify further circumstances in justification of our declaration within the one-month period.

The one-month period begins on the date on which we first have knowledge of the breach of the duty of disclosure establishing our right of rescission.

Rescission shall take place by sending a declaration to you.

13.2.2 Exclusion of the right of rescission

We shall have no right of rescission if we were aware of the undisclosed fact material to risk or of the inaccuracy of the disclosure.

The same applies if you establish that you or your authorised agent did not make the incorrect or incomplete statements deliberately or grossly negligently.

We shall have no right of rescission for any grossly negligent breach of the duty of disclosure if you establish that we would still have concluded the contract even if we had been aware of the undisclosed facts, albeit under different terms.

13.2.3 Consequences of rescission

There shall be no insurance cover in the event of rescission.

If we withdraw from the contract following the occurrence of the insured event, we cannot refuse to provide cover if you can establish that the incompletely or inaccurately disclosed fact did not cause either the occurrence or the establishment of the insured event or the establishment or extent of the benefit.

However, there will be no insurance cover even in this case if you have breached the duty of disclosure fraudulently.

We shall be entitled to retain the portion of the premium corresponding to the contractual period that has elapsed by the time the rescission takes effect.

13.3 Notice of termination or retroactive policy adjustment

13.3.1

If we have no right of rescission because any breach of the duty of disclosure by you was done neither deliberately nor grossly negligently then, unless you were not responsible for the breach of the duty of disclosure, we may terminate the insurance contract by giving one month's notice in written or electronic form.

This shall only apply if we have drawn your attention to the consequences of any breach of the duty of disclosure by means of a separate communication in written or electronic form.

In so doing, we must state the circumstances forming the basis of our declaration. We may subsequently specify further circumstances in justification of our declaration within the one-month period.

The one-month period begins on the date on which we first had knowledge of the breach of your duty of disclosure.

We may not exercise our right to terminate the contract for breach of the duty of disclosure if we were aware of the undisclosed fact material to risk or of the inaccuracy of the disclosure.

The right to terminate the contract is also excluded if you establish that we would still have concluded the contract even if we had been aware of the undisclosed circumstances, albeit under different terms.

13.3.2 Where we are unable to withdraw or terminate the contract due to the fact that we would still have concluded the contract under different terms even if we had been aware of the undisclosed facts, these different terms shall at our request form an integral part of the contract with retroactive effect. If you are not responsible for the breach of duty, such different terms shall form an integral part of the contract with effect from the current insurance period.

This shall only apply if we have drawn your attention to the consequences of any breach of the duty of disclosure by means of a separate communication in written or electronic form.

We must implement the policy adjustment in writing within one month. In so doing, we must state the circumstances forming the basis of our declaration. We may subsequently specify further circumstances in justification of our declaration within the one-month period.

The one-month period begins on the date on which we first had knowledge of the breach of the duty of disclosure establishing our right to adjust the policy.

We may not implement a policy adjustment if we were aware of the undisclosed fact material to risk or of the inaccuracy of the disclosure.

If as a result of the policy adjustment the premium increases by more than 10% or if we exclude coverage of the risk relating to the undisclosed fact, you may terminate the contract without notice in written or electronic form within one month of receipt of our communication.

13.4 Avoidance

Our right to avoid the contract due to fraudulent misrepresentation remains unaffected. In the event of avoidance, we shall be entitled to retain the portion of the premium corresponding to the contractual period that has elapsed by the time the declaration of avoidance takes effect.

14 What must be observed when communicating with us? What happens if you change your address?

14.1 All notices and declarations intended for us should be sent to:

- our headquarters / head office; or
- to your insurance broker.

14.2 If you fail to notify us or your insurance broker of a change of address, sending a registered letter to your last known address will suffice for the purposes of a declaration of intent to be made to you. The declaration shall be deemed to have been delivered three days after the letter is sent.

The same applies in the event that you change your name.

General Contract Information

15 Information about the Insurer

15.1 Address

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

15.2 Company's head office

The company's head office is in London, United Kingdom.

15.3 Legal form:

Association of individual insurers

15.4 Legal representative

The legal representative of Lloyd's of London, German Branch, is General Representative Jan Blumenthal

15.5 Main business activity

Lloyd's of London operates direct insurance and reinsurance for the sector non-life insurance as well as for life insurance.

16 Information about the Service Company

16.1 Address

Kiln Europe S.A.
German Branch
Westendstraße 28
60325 Frankfurt am Main
Germany
HRB Frankfurt am Main 88817

16.2 The headquarters of the company

The headquarters of the company is Liege, Belgium.

16.3 Legal form:

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

16.4 Legal representative

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

16.5 Main business activity

The operation of all divisions of property and personal insurance (not however substitutive health and legal protection insurances), Business of the reinsurance and sales and distribution of all kinds of insurance.

16.6 Responsible supervisory authority

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

17 Information on the insured benefits

17.1 Main features / legal basis

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

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

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

17.2 Costs and method of payment

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

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

17.3 Period of validity

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

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

18 Information about the contract

18.1 Formation of your contract

The contract has been formed by our confirmation of cover. Both the contract and your insurance cover commence on the date specified in the certificate of insurance at midnight.

18.2 Revocation advice pursuant to Section 8 (2) no. 2 of the German Insurance Contract Act (VVG)

18.2.1 Right of revocation

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

The time period begins on the day after you have received the certificate of insurance, the provisions of the contract including our General Conditions of Insurance and the

contract information in accordance with section 7(2) of the German Insurance Contract Act and this advice in written or electronic form.

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

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

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

18.2.2 Consequences of revocation

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

We are entitled to retain the part of your premium which corresponds to the time up until the revocation notice is received if you have agreed that the insurance cover shall commence before the expiry of the revocation period. If you have not agreed to this or if the insurance cover only commences after the expiry of the revocation period, we shall refund the entire premium.

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

18.2.3 Special Information

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

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

18.3 Term and conditions of termination

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

18.4 Which law is applicable?

German law applies to this contract.

18.5 Which court has jurisdiction?

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

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

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

18.6 Language of the contract

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

19 Complaints

19.1 Ombudsman

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

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

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

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

The insurance ombudsman can be contacted at:

beschwerde
@versicherungsombudsmann.de

Postfach 080632, 10006 Berlin.

19.2 Supervisory authorities

You can also direct complaints at the responsible supervisory authority; it is the

Federal Supervisory Authority for Financial Services [BaFin]

Graurheindorfer Straße 108, 53117 Bonn.

Data Processing Information Sheet

20 Preliminary remarks

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

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

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

21 Declaration of consent

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

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

22 Declaration of discharge from the duty of confidentiality

In addition, the disclosure of data which, as in the medical profession, is subject to professional confidentiality requires the express consent of the affected party (discharge from the duty of confidentiality). With life, health and accident insurance (personal insurance), the application or the notice of claim / benefit therefore also contains a clause discharging the parties from the duty of confidentiality.

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

22.1 Data storage by your insurer

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

22.2 Disclosure of data to reinsurers

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

22.3 Disclosure of data to other insurers

According to the German Insurance Contract Act, the insured must inform the insurer of all circumstances which are relevant to the risk assessment and loss adjustment when making an application, upon any endorsement to the policy and in the event of loss. This includes e.g. information relating to previous illnesses and insured events or information about other similar insurance policies (applied for, existing, rejected or cancelled). In order to avoid insurance fraud, to clarify possible inconsistencies within the insured's information or in order to close gaps in the assessment of accrued losses, it may be necessary to ask other insurers for information or to provide analogous information upon request.

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

22.4 Central reference system

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

Example – accident insurers:

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

Purpose: risk assessment and uncovering insurance fraud.

Example – property insurers:

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

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

22.5 Services provided by insurance brokers

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

In order to enable him to perform his duties in a proper manner, we provide the broker with information from your application, con-

tract and benefit data (e.g. policy number, premiums, type of insurance cover and risk, number of insured events and amount of benefits paid) which is necessary for the service and advice he provides.

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

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

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

23 Further information and explanation of your rights

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

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

Special Conditions of Insurance (Parts 2 – 7)

The following Special Conditions of Insurance shall take precedence over the General Conditions of Insurance (General Conditions of Insurance Overseas Protection).

Part 2

Conditions of KILN Business Travel Health Insurance plus Overseas Assistance (KILN Overseas Health Insurance + Business Travel) – where agreed –

The KILN Business Travel Overseas Health Insurance + applies for health insurance including emergency assistance in the event of accident, illness and death and also in the event of other emergencies abroad.

It applies exclusively in conjunction with the KILN Business Travel General Conditions of Insurance 2011.

Scope of the insurance

1 What is insured?

The object of the insurance is:

- 1.1 the **reimbursement of costs** accrued by the insured person during a business trip overseas;
- 1.2 any **assistance** which becomes necessary during a business trip abroad.

The types of benefit which are insured can be found in Clause 2 below. The sums insured can be found on the application and the certificate of insurance.

Your attention is drawn to the preconditions for the provision of benefits (Clause 4.1 below, cooperation with the assister).

2 What benefits are insured?

- 2.1 The following benefits shall be provided upon the occurrence of a medical emergency, i.e. bodily injury or a sudden and unforeseen illness suffered by the insured person during the stay abroad which does not relate to any pre-existing condition and which necessitates immediate inpatient or outpatient treatment by a recognised doctor which cannot be postponed until the insured person has returned to his country of residence.

Pre-existing conditions are all physical or mental illnesses which were already known to the insured person or which had already been diagnosed (including suspected diagnoses) before the journey as well as the consequences of accidents which occurred before the start of the journey.

2.2

The insured event begins with the medical treatment and ends when, according to medical opinion, there is no longer any need for treatment.

If treatment needs to be extended to an illness or the consequences of an accident not causally connected to that which was previously treated, a new insured event occurs in this respect.

2.3

Illness / Accident

If the insured person falls ill or suffers an accident, the following benefits shall be provided.

Your attention is drawn to Clause 6 of these Conditions.

2.3.1

Agency services / organisation

2.3.1.1

Information on the possibilities for outpatient treatment or nomination of a German-speaking or English-speaking doctor.

2.3.1.2

Referral of doctors, specialist doctors, laboratories, hospitals.

2.3.1.3

Organising the shipment of:

- medication;
- blood plasma;
- medical technical appliances and, where necessary, referral of staff trained to operate such appliances.

2.3.2 Treatment costs

- 2.3.2.1 Reimbursement of the costs of medically necessary treatment as a result of illness or injury up to the sum specified in the insurance contract per trip.

This shall be provided analogously to the locally applicable general health insurance benefits (no private treatment).

An excess in the amount of €50 per insured event shall be deemed to be agreed unless the insurance contract contains an agreement to the contrary.

The following are deemed to be treatment within the meaning of this provision:

- 2.3.2.2 medically prescribed medication and dressings; food, nutritional supplements and cosmetic preparations are not deemed to be medication even if they are medically prescribed;
- 2.3.2.3 medically prescribed radiation, light and other physical treatments;
- 2.3.2.4 medically prescribed aids which become necessary as a consequence of an accident and are used in the treatment of the accident consequences;
- 2.3.2.5 X-ray diagnosis;
- 2.3.2.6 inpatient treatment, insofar as this is provided in an institution which is generally recognised as a hospital in the country of residence, which is under constant medical administration, has adequate diagnostic and therapeutic facilities at its disposal, works according to the commercial methods generally recognised in the country of residence and keeps medical records;
- 2.3.2.7 operations;
- 2.3.2.8 analgesic dental treatment including simple fillings (in Germany up to 1.7 times the dental or medical fee schedule (GOZ/GOÄ)) and, in the event of damage to dental prostheses, measures for repairing the ability to chew and for the protection and preservation of the remaining dental matter.

2.3.3 Hospital stay

- 2.3.3.1 Making contact between the treating doctor and the General Practitioner as well as transferring information between the doctors concerned.
- 2.3.3.2 Informing relatives.
- 2.3.3.3 Referral to a specialist doctor with a possible bedside consultation, insofar as this is medically necessary.
- 2.3.3.4 Guarantee of meeting the hospital's costs (see 2.3.2.6), limited to the amount specified in the insurance contract for the general care category (shared wards without optional extras, no private treatment).
- 2.3.3.5 Organising the outward and return journey of one person close to the insured person to the location of the hospital stay.

- 2.3.3.6 Meeting the travel or flight costs (economy class) for one outward and return journey to the hospital for such person up to the sum specified in the insurance contract. The costs of the stay shall not be met.

2.3.4 Transport of the patient

- 2.3.4.1 Organisation:

- 2.3.4.1.1 of the patient transport set out under Clause 2.3.4.2 for the insured person using a medically suitable means of transport (ambulance or aircraft);

- 2.3.4.1.2 of accompaniment by a person close to the insured person, if this is technically feasible.

- 2.3.4.2 Meeting the costs up to the amount specified in the insurance contract for the medically reasonable transport of the insured person by means of a medically suitable means of transport (ambulance or aircraft). The decision as to whether the insured person is transported by land or air shall be made by the doctor appointed by the assister in coordination with the treating doctor.

The following are insured:

- 2.3.4.2.1 transport to the nearest hospital appropriate for treatment or to a specialist hospital;
- 2.3.4.2.2 return transport to insured person's place of residence or to the nearest appropriate hospital to the residence of the insured person as soon as such return transport is medically advisable and reasonable as well as transport for any transfers between hospitals within the country of residence necessary for this.

2.3.5 Search, rescue or recovery operations

Notwithstanding Clause 1 of these Conditions, the following benefits shall be provided for domestic and foreign business trips.

- 2.3.5.1 Organisation of searches for and rescue / recovery of injured persons (even if an accident is only suspected according to the specific circumstances), insofar as such operations are not undertaken by local authorities or other aid organisations.

- 2.3.5.2 Meeting costs up to the amount specified in the insurance contract for search, rescue or recovery operations organised by public law or private law rescue services if fees are usually charged for such services.

2.3.6 Emergency aid for accident and illness

- 2.3.6.1 Making contact with the insured person's bank and transferring the amount made available by such bank insofar as there is no other facility for the transfer of funds.

- 2.3.6.2 Advancing an amount specified in the insurance contract if it is not possible to make contract with the bank within 24 hours.

Your attention is drawn to Clause 6 of these Conditions below.

2.3.7 Death

If the insured person dies whilst travelling during the term of the contract, the following alternative benefits (with simple coffin or urn design) shall be provided up to the sum specified in the insurance contract.

2.3.7.1 Transportation

Organisation and meeting the costs of the repatriation of the remains.

2.3.7.2 Funeral

Organisation and meeting the costs of the funeral abroad.

2.4 Other emergencies

Your attention is drawn to Clause 6 of these Conditions below.

2.4.1 Loss of travel funds and documents

If the insured person is the victim of theft or robbery or loses their luggage whilst travelling during the term of the contract, the following benefits shall be provided.

2.4.1.1 Loss of travel funds

2.4.1.1.1 Making contact with the insured person's bank and transferring the amount made available by such bank if there is no other facility for the transfer of funds.

2.4.1.1.2 Advancing an amount specified in the insurance contract if it is not possible to make contract with the bank within 24 hours.

2.4.1.2 Loss of travel documents

Assistance with procuring replacements and assuming the official charges incurred for such documents being re-issued.

2.4.2 Criminal prosecution provisions

If the insured person is arrested or threatened with arrest whilst travelling during the term of the contract, the following benefits shall be provided.

2.4.2.1 Procuring a lawyer and, if necessary, an interpreter as well as advancing the associated court, legal and interpreting fees up to the amount specified in the insurance contract.

2.4.2.2 Advancing any punitive bail demanded by the authorities up to the amount specified in the insurance contract.

2.4.3 Curtailment of journey in an emergency

Organising the journey from the foreign country to the country of residence and assuming the additional costs (booking alteration) in relation to the originally planned return journey up to the sum specified in the insurance contract in the event of:

2.4.3.1 the death, serious accident or unexpected serious illness:

- of the spouse / life partner;
- of the children, parents, siblings, grandparents, grandchildren, parents-in-law, children-in-law and siblings-in-law

of the insured person;

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

2.4.4 Sending an alternative person

If, during the business trip, the insured person:

- is not in a position to fulfil his work duties as a result of a serious illness, an accident or arrest; or
- dies; or
- returns to his country of residence for the reasons specified in Clause 2.4.3; or
- is abducted for more than 3 days

and it is necessary for your interests, we shall organise the outward and return journey for an alternative person and shall assume the travel or flight costs (economy class) up to the sum specified in the insurance contract. The costs of the stay shall not be met.

3 In which cases is the insurance cover excluded?

In addition to the exclusions set out at Clause 5 of the KILN Business Travel General Conditions of Insurance 2011, no insurance cover exists for:

3.1 losses if there is a high probability that these were foreseen by the insured person;

3.2 treatment abroad which was the sole reason or one of the reasons for undertaking the journey;

3.3 losses which are attributable to causes of which the insured person had knowledge before the start of the stay abroad;

3.4 examinations and medical treatment due to pregnancy as well as childbirth and abortions unless these become necessary as a result of an unforeseen acute worsening of the health of the mother or of the unborn child;

- 3.5** losses, including their consequences, as well as accidents which have been caused either directly or indirectly by acts of war or civil war.
- There will however be insurance cover if the insured person unexpectedly experiences acts of war or civil war whilst travelling abroad.
- The insurance cover shall expire at the end of the seventh day following the outbreak of a war or civil war in the territory of the state in which the insured person is staying.
- The extension does not apply to travel to or through states in whose territory war or civil war is already being waged. It also does not apply to active participation in war or civil war or losses or accidents caused by nuclear, biological and chemical weapons and in connection with any war or warlike conditions between China, Germany, France, Great Britain, Japan, Russia or the USA;
- 3.6** treatment by spouses, parents or children. Substantiated material expenses will be reimbursed;
- 3.7** psychoanalytical and psychotherapeutic treatments;
- 3.8** aids (e.g. glasses, insoles, compression stockings etc. as well as health requisites such as heat lamps and thermometers);
- 3.9** dental prostheses, pivot teeth, inlays, crowns and orthodontic treatment;
- 3.10** treatment by practitioners of alternative medicine;
- 3.11** expenses incurred by methods of treatment and / or medication which are not generally scientifically recognised either in the Federal Republic of Germany or at the place where the insured person is staying;
- 3.12** treatments or other measures which exceed what is medically necessary. In such a case we are entitled to reduce the benefit by a reasonable amount.

The Insured event

4 What applies to the provision of insurance benefits?

4.1 Precondition for the provision of benefits

It is a precondition for the provision of assistance and the reimbursement of the associated financial benefits that the insured person or a person authorised by the insured person contacts the assister following the occurrence of the insured event and agrees the further course of action with him.

The assister shall perform his services within a reasonable period and in agreement with the policyholder or the insured person. However, he is free to select the contractual partner whom he wishes to use for the purpose of performing the services.

4.2

In the event that third parties are commissioned resulting in costs accruing which are not covered by this insurance policy, the assister has the right to claim appropriate financial guarantees from the policyholder or the insured person. The assister shall determine in which form and to what amount this shall take place.

Assistance services

Assistance services shall be performed by us or by an organisation appointed by us and specified in the insurance contract (assister).

In the event that benefits become payable, the assister shall not be responsible for any delay or hindrance with the provision of the benefits in connection with the following events:

- acts of war or civil war;
- civil disturbances, strike, rioting, retaliatory measures, acts of sabotage, terrorism or other acts of violence;
- change in government regulations;
- natural disasters such as earthquakes, volcano eruptions or floods;
- regional contamination by nuclear substances (atomic energy).

4.3

Financial benefits

4.3.1

We are only under an obligation to provide benefits if:

- the original bills; or
- copies endorsed by another insurer confirming that benefits have been provided

are submitted and the requested evidence, particularly officially certified translations, has been provided. These documents shall become our property.

4.3.2

All documents must contain the forename and surname of the person receiving treatment as well as a description of the illness and the individual medical services with dates of treatment.

Receipts must clearly indicate the medication prescribed, the price and confirmation of payment.

In the case of dental treatment, the evidence must include a description of which teeth were treated and the treatment carried out on them. Benefits provided or refused by the insurers specified in Clause 4.3.1 must be substantiated.

4.3.3

Costs incurred will be reimbursed after deducting any savings made, refunds etc; a fixed deduction of 10% shall be applied to accommodation costs for savings on the normal cost of living.

4.3.4

We are entitled to provide benefits to the person delivering or remitting the proper evidence.

4.3.5

Translation costs may be deducted from the benefits.

4.3.6 Benefits paid by third parties shall be deducted from benefit payments arising from this contract in accordance with Clause 8 of the KILN Business Travel General Conditions of Insurance 2011.

5 What must be observed following an insured event? (Obligations)

5.1 In addition to the obligations contained in Clause 6 of the Business Travel General Conditions of Insurance 2011, the insured person is obliged:

5.1.1 to inform us or the assister immediately in a truthful and complete manner of all the details of any circumstance which could result in an obligation to provide benefit;

5.1.2 to inform us or the assister of any hospital treatment within 10 days of its commencement;

5.1.3 to be examined by a doctor instructed by us on request;

5.1.4 to report any instances of theft, robbery or loss of travel funds and travel documents to the appropriate authorities.

5.2 Consequences of breach of obligations

Please refer to Clause 7 of the KILN Business Travel General Conditions of Insurance 2011 for the consequences of breach of obligations.

6 When must advances be repaid?

If advance payments are agreed in accordance with these conditions and no third party assumes the costs then you or the insured person must repay them to us within one month of the advance payment or the return to the country of residence.

Part 3

Conditions for KILN Business Travel Accident Insurance (KILN Business Travel Accident Conditions) – where agreed –

The KILN Business Travel Accident Conditions apply exclusively in conjunction with the KILN Business Travel General Conditions of Insurance 2011.

Scope of the insurance

1 What is insured?

- 1.1** We provide insurance cover in the event of accidents which befall the insured person during the period of validity of the contract.

Unless agreed to the contrary, the following applies:

- 1.2** The insurance cover:

- includes accidents which occur worldwide;
- applies around the clock;
- exists for all occupational and non-occupational accidents for the duration of the business trips in accordance with Clauses 1.3 and 1.4 of the KILN Business Travel General Conditions of Insurance 2011.

- 1.3** An accident exists if the insured person suffers involuntary damage to his health caused by a sudden external event (accident event).

- 1.4** An accident is also deemed to occur

- 1.4.1** if due to increased exertion on extremities or the spine:

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

- 1.4.2** in the event of drowning or death by asphyxia under water as well as damage to health typical to diving (decompression sickness, barotrauma) without being able to establish an accident event.

- 1.5** Your attention is drawn to the regulations relating to the restrictions of the benefit (Clauses 3 and 5), the exclusions (Clause 4) as well as the reduction of the insured sums from the age of 75 (Clause 2 sentence 3). These apply for all types of benefit.

2 What types of benefit can be agreed?

The types of benefit which you may agree are specified below or in additional conditions.

The types of benefit and the insured sums which you have agreed with us are specified in the contract.

The agreed insured sums apply for persons up to the age of 75 years; after this time the insured sums are reduced by 50%. There shall be no documentation confirming this amendment. In an insured event the age of the insured person shall be established and the benefit shall be paid accordingly.

2.1 Disablement benefit

2.1.1 Preconditions for the benefit:

- 2.1.1.1** The physical or mental capacity of the insured person is permanently impaired as the result of an accident (disablement).

An impairment is permanent if it is likely to exist for more than three years and no change to the person's condition is expected.

The disablement:

- occurred within 18 months of the accident; and
- was diagnosed by a doctor in written or electronic form and was claimed by you by submitting a medical certificate to us within 24 months of the accident.

- 2.1.1.2** No claim for disablement benefit exists if the insured person dies as the result of an accident within a year from the date of the accident.

2.1.2 Type and amount of benefit:

- 2.1.2.1** We pay the disablement benefit as a capital sum.

- 2.1.2.2** The amount of benefit is calculated based on the insured sum and the degree of disablement caused by the accident.

- 2.1.2.2.1** In the event of the loss of or total functional incapacity of the following body parts and sensory organs, the following degrees of disablement 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% |
| Other finger | 5% |
| Leg | |
| above the middle of the thigh | 70% |
| up to the middle of the thigh | 60% |
| below the knee | 50% |
| up to the middle of the lower leg | 45% |
| Foot | 40% |
| Big toe | 5% |
| Other toe | 2% |
| Eye | 50% |
| if however the vision in the other eye | |
| had already been lost before the accident | 70% |
| Hearing in one ear | 30% |
| if however the hearing in the other ear | |
| had already been lost before the accident | 50% |
| Sense of smell | 10% |
| Sense of taste | 5% |
| Voice | 70% |

For the partial loss or partial impairment of function the corresponding portion of the respective percentage applies.

- 2.1.2.2.2 For other body parts and sensory organs the degree of disablement is measured according to the degree of impairment of the normal physical or mental capacity as a whole. Only medical aspects are considered in doing this.
- 2.1.2.2.3 If affected body parts or sensory organs or their functions were already permanently impaired before the accident, the degree of disablement is reduced by the previous degree of disability. This is to be determined according to Clause 2.1.2.2.1 and Clause 2.1.2.2.2.
- 2.1.2.2.4 If several body parts or sensory organs are impaired by the accident, the degrees of disablement determined according to the above provisions shall be added together. However, an amount of more than 100 percent will not be taken into account.
- 2.1.2.3 If the insured person dies:
- due to causes unrelated to the accident within one year after the accident; or
 - due to any cause later than one year after the accident,
- and if a claim for disablement benefit had arisen, we shall provide benefit according to the degree of disablement which would have been the basis for calculation according to the medical evidence.

2.2 Accident annuity

2.2.1 Preconditions for the benefit:

The preconditions for a disablement benefit are set out at Clause 2.1.1.1.

The accident has led to a degree of disablement of at least 50 percent determined in accordance with Clauses 2.1.2.2.1 to Clause 2.1.2.2.4 and Clause 3.

2.2.2 Amount of benefit

We pay the accident annuity in the amount of the agreed insured sum irrespective of the insured person's age.

Agreed progressive disablement scales or other additional benefits in the event of disablement shall not be taken into consideration when determining the amount of benefit.

2.2.3 Start and duration of benefit

2.2.3.1 We pay the accident annuity:

- retroactively from the start of the month in which the accident occurred;
- monthly in advance.

2.2.3.2 The accident annuity shall be paid up until the end of the month in which:

- the insured person dies; or
- we inform you that a reassessment in accordance with Clause 8.4 has shown that the degree of disablement caused by an accident has fallen below 50%.

2.3 Transition benefit

2.3.1 Preconditions for the benefit

2.3.1.1 The normal physical or mental capacity of the insured person is impaired in an occupational or non-occupational sphere as the result of an accident without the involvement of any illness or disability as follows:

2.3.1.1.1 after the expiry of three months calculated from the date of the accident by 100%; or

2.3.1.1.2 after the expiry of six months from the date of the accident by 50%.

2.3.1.2 This impairment has existed continuously within the specified time.

It has been claimed by you by submitting a medical certificate to us by no later than seven months following the date of the accident.

2.3.2 Type and amount of benefit

The transition benefit shall be paid as follows:

2.3.2.1 in the amount of 50% of the agreed insured sum for an impairment according to Clause 2.3.1.1.1;

2.3.2.2 in the amount of the agreed insured sum less any benefits under Clause 2.3.2.1 for an impairment according to Clause 2.3.1.1.2.

2.4 Daily allowance

2.4.1 Preconditions for the benefit

As the result of an accident, the insured person is:

- impaired in his capacity to work; and
- receiving medical treatment.

2.4.2 Amount and duration of benefit

The daily allowance shall be calculated in accordance with the agreed insured sum. It shall be graded according to the established degree of impairment of occupation or employment.

Daily allowance shall be paid for the duration of the medical treatment within two years from the date of the accident, but for no longer than 365 days.

If the insured person's capacity to work is still impaired following the conclusion of the medical treatment, further daily allowance shall be paid if:

- the treating doctor certifies such impairment; and
- a disablement in accordance with Clause 2.1 has not (yet) been medically diagnosed, or an accident annuity in accordance with Clause 2.2 has not yet been paid.

Daily allowance shall be paid within two years from the date of the accident, but for no longer than 365 days.

2.5 Hospital allowance

2.5.1 Preconditions for the benefit

The insured person receives medically necessary inpatient treatment as a result of the accident.

Treatments and stays in sanatoriums and convalescent homes are deemed not to be medically necessary treatment.

Follow-up treatment (AHB) and further treatment under workers' compensation insurance (BGSW) are deemed to be medically necessary treatment.

2.5.2 Amount and duration of benefit

2.5.3 The hospital daily allowance shall be paid within three years calculated from the date of the accident for each calendar day of inpatient treatment, but for no longer than 1000 days.

- 2.5.3.1 We pay the hospital daily allowance for the:
- 1st to the 42nd day at double the amount;
 - 43rd to the 90th day at three times the amount;
 - 91st to the 1000th day at the amount
- of the agreed insured sum.

- 2.5.3.2 Rooming-in: In the event of serious consequences of an accident, if it is medically advised and approved that an accompanying person should be accommodated together with the insured person in the hospital, then double the insured sum shall be paid per day for this time.

- 2.5.3.3 Hospital allowance can thus be claimed at a maximum of four times the amount from the 43rd to the 90th day in the event of the concurrence of all of the above-mentioned preconditions.

2.6 Benefits in the event of death

2.6.1 Preconditions for the benefit

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

Your attention is drawn to the specific duties contained in Clause 6.3 below.

2.6.2 Amount of benefit

The death benefit shall be paid in the amount of the agreed insured sum.

Additional benefits

The following applies for all additional benefits:

If the insured person has several accident insurance policies with KILN, these benefits may only be claimed under one of these contracts.

2.7 Rehabilitation aids

2.7.1 Preconditions for the benefit

- 2.7.1.1 The insured person has:
- following an accident in accordance with the contract;
 - due to the damage to health or consequences of such damage to health caused by the accident event;
 - within three years calculated from the date of the accident; and
 - for a continuous period of at least three weeks

undergone medically necessary rehabilitation measures.

You shall provide evidence as to the existence of these preconditions by submitting the medical discharge report and the authorisation documents for rehabilitation measures from the Federal Insurance Institution for Salaried Employees (BfA), the statutory or private health insurance fund or the social security or pensions office.

- 2.7.1.2 Also insured are semi-inpatient rehabilitation measures whereby the insured person receives a course of therapy as in inpatient but without the overnight stay.

- 2.7.1.3 The following are not insured:
- intensive rehabilitation follow-up care (IRENA);
 - follow-up treatment (AHB) following a stay in hospital;
 - further treatment under workers' compensation insurance (BGSW); and
 - other inpatient treatments for which hospital allowance (arising from an accident or health insurance policy) is provided by our or another company.

| | | | |
|----------------|---|-----------------|--|
| 2.7.2 | Amount of benefit The rehabilitation aid shall be paid in the amount of the agreed insured sum once per accident. | 2.9.2 | Type of benefit We provide compensation up to a total of the agreed insured sum for substantiated costs for the adaptation of the workplace. The workplace is deemed to be the place at which the insured person predominantly carried out his professional occupation before his accident. Compensation shall also be provided for the costs of adaptation: <ul style="list-style-type: none">– of office furniture;– of an office (e.g. widening doors);– of a building (e.g. building ramps, lift);– of sanitary facilities and kitchens;– of machines / equipment;– of a car or lorry;– of other equipment. |
| 2.8 | Cosmetic operations | 2.9.2.1 | If the adaptation is more expensive than a new purchase, then compensation shall be provided for the cost of a new purchase. |
| 2.8.1 | Preconditions for the benefit | 2.9.2.2 | If the insured person and the policyholder jointly decide that instead of the adaptation of the previous workplace a new one shall be constructed by the policyholder, the cost of such new workplace shall also be compensated. |
| 2.8.1.1 | The insured person has undergone a cosmetic operation following an accident covered by the contract. A cosmetic operation is deemed to be medical treatment carried out following the conclusion of the therapeutic treatment which has as its aim the correction of any impairment to the external appearance of the insured person caused by the accident. | 2.9.2.3 | |
| 2.8.1.2 | The cosmetic operation takes place within three years after the accident; for accidents suffered by minors by no later than upon attaining the age of 21. | 2.10 | Residence and private car adaptation costs |
| 2.8.1.3 | A third party (e.g. another insurer): <ul style="list-style-type: none">– is not under an obligation to provide benefits; or– disputes his obligation to provide benefit; or– has provided benefit but this was not enough to settle the costs. | 2.10.1 | Preconditions for the benefit |
| 2.8.2 | Type and amount of benefit | 2.10.1.1 | The physical or mental capacity of the insured person is expected to be permanently impaired as the result of an accident (disablement). Adapting the insured person's place of residence or personal car could reduce the consequences of the disablement or make such consequences more bearable. |
| 2.8.2.1 | We provide compensation up to a total amount of the agreed insured sum for evidenced: <ul style="list-style-type: none">– doctor's fees;– other operation costs;– necessary costs for accommodation and care in the hospital;– costs for dental treatment and dental prostheses accruing as a result of the loss or partial loss of incisors or canine teeth as a result of an accident. | 2.10.1.2 | The claim for adaptation costs which have accrued is submitted to us within two years after the accident. |
| 2.9 | Workplace adaptation costs | 2.10.1.3 | A third party is not under an obligation to provide benefits, disputes his obligation to provide benefit or has provided benefit but this was not enough to settle the costs. |
| 2.9.1 | Preconditions for the benefit | 2.10.2 | Type of benefit |
| 2.9.1.1 | The physical or mental capacity of the insured person is expected to be permanently impaired as the result of an accident (disablement). Due to this disablement, it is not possible for the insured person to carry out his professional occupation without limitations. By adapting the workplace the professional occupation can either totally or partially be carried out again. | 2.10.2.1 | We provide compensation up to a total of the agreed insured sum for substantiated costs for: <ul style="list-style-type: none">– the adaptation of the residence in which the insured person lives (e.g. widening doors, building ramps, lift, sanitary facilities and kitchens);– the adaptation or new purchase of machines and appliances associated with the residence (e.g. telephone system, fax, PC, emergency call system);– the adaptation of a personal car used by the insured person;– moving into a residence which is accessible for disabled persons. |
| 2.9.1.2 | The claim for adaptation costs is submitted to us within two years after the accident. | | |
| 2.9.1.3 | A third party is not under an obligation to provide benefits, disputes his obligation to provide benefit or has provided benefit but this was not enough to settle the costs. | | |

2.11 Immediate benefit in the event of serious injury

2.11.1 Preconditions for the benefit

The insured person has suffered one of the following serious injuries as a result of the accident and has claimed for such injury within six months by submitting a medical certificate to us:

- 2.11.1.1 paraplegia following damage to the spinal cord;
 - 2.11.1.2 amputation of at least one entire foot or one entire hand;
 - 2.11.1.3 craniocerebral injury with definitively proven cerebral contusion or brain haemorrhage;
 - 2.11.1.4 serious multiple injuries / polytrauma;
 - 2.11.1.4.1 fracture to two long bones (upper / lower arm, upper / lower leg);
 - 2.11.1.4.2 tissue-destroying damage to two internal organs;
 - 2.11.1.4.3 a combination of at least two of the following injuries:
 - fracture of one long bone;
 - fracture of the pelvis;
 - fracture of one or more vertebra(e);
 - tissue-destroying damage to an internal organ;
 - 2.11.1.5 second or third degree burns to more than 30% of the body surface area;
 - 2.11.1.6 loss of sight or high grade visual impairment in both eyes; in the event of visual impairment visual acuity shall not be more than five per cent.
- 2.11.2** There shall be no claim for immediate benefit if the insured person dies within two months from the date of the accident.

2.11.3 Type and amount of benefit

- 2.11.3.1 The immediate benefit shall be paid in the amount of the agreed insured sum.
- 2.11.3.2 Immediate benefit shall only be provided once in the event of an accident irrespective of how many of the named injuries the insured person suffers.

2.12 Coma benefit

2.12.1 Preconditions for the benefit

The insured person has fallen into a coma or is placed in an induced coma for at least five days as a result of the damage to health caused by an accident within two years from the date of the accident.

2.12.2 Amount and duration of benefit

The coma benefit shall be paid in the amount of the agreed insured sum.

If the coma lasts for more than:

- 14 days, then three times;
- 42 days, then six times;
- 6 months, then twelve times

the agreed insured sum shall be paid.

2.13 Spa holiday daily allowance

2.13.1 Preconditions for the benefit

2.13.1.1 The insured person has:

- after an accident in accordance with the contract;
- due to the damage to health or consequences of such damage to health caused by the accident event;
- within three years calculated from the date of the accident

taken a spa holiday either at home or abroad.

2.13.1.2 A spa holiday is deemed to be a holiday:

- in an officially recognised health resort;
- during which the insured person undergoes at least two treatments each working day for the reduction of the consequences of the accident;
- during which the insured person stays overnight in a hotel at the health resort;
- for which the insured person's health insurance provides no or only partial benefits.

No benefit shall be paid for the days for which another daily allowance of any type (e.g. hospital allowance, daily allowance, convalescence allowance) under this or any other contract is already paid by us.

2.13.2 Amount of benefit

The spa holiday daily allowance shall be paid in the amount of the agreed insured sum for a maximum of 30 days per accident.

2.14 Hospital excess

2.14.1 Preconditions for the benefit

- 2.14.1.1 The insured person is billed for costs (excess) by his statutory health insurer for medically necessary inpatient treatment as a result of the accident.
- 2.14.1.2 A further third party is not under an obligation to provide benefits, disputes his obligation to provide benefit or has provided benefit but this was not enough to settle the costs.

2.14.2 Amount of benefit

The hospital excess shall be reimbursed in the sum of the amount which the insured person can demonstrate he has been invoiced from his statutory health insurance policy.

3 What are the implications of illnesses or disabilities?

As an accident insurer, we provide benefits for consequences of accidents. If illnesses or disabilities have contributed to the damage to health or consequences of such damage to health caused by an accident event, then reductions shall be made as follows:

- in the event of disablement, the percentage of the degree of disablement shall be reduced;
- in the event of death and, unless agreed to the contrary, in all other cases, the benefit shall be reduced

in proportion to the illness or the disablement.

However, if the proportion of contribution amounts to less than 40%, the reduction shall not be applied.

4 In which cases is the insurance cover excluded?

In addition to the exclusions contained in Clause 5 of the KILN Business Travel General Conditions of Insurance 2011, the following exclusions apply:

4.1 No insurance cover exists in the following cases:

4.1.1 Accidents suffered by the insured person as a result of mental disorders or impaired consciousness as well as accidents suffered as a result of strokes, epileptic fits or other seizures which affect the insured person's entire body.

However, insurance cover exists:

- if these disorders or seizures were caused by an accident event covered by this contract;
- for accidents caused by impaired consciousness due to intoxication; however, if the accident occurs whilst driving a motor vehicle, cover shall only exist if the blood alcohol level at the time of the accident was below the level defined as complete intoxication according to the applicable jurisdiction.

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

There will however be insurance cover if the insured person is unexpectedly affected by acts of war or civil war whilst travelling abroad.

This insurance cover shall expire at the end of the fourteenth day following the outbreak of a war or civil war in the territory of the state in which the insured person is staying.

The extension does not apply to travel to or through states in whose territory war or civil war is already being waged. It also does not apply to active participation in war or civil war or accidents caused by nuclear, biological and chemical weapons and in connection with any war or warlike conditions between China, Germany, France, Great Britain, Japan, Russia or the USA.

4.1.3 Accidents which befall the insured person:

- as the pilot of an aircraft (including the pilot of aerial sports equipment) provided that he requires a permit for this according to German law and also as another member of the crew of an aircraft;
- during the course of an occupational activity requiring the assistance of an aircraft;
- whilst using spacecrafts.

4.1.4 Accidents which befall the insured person whilst participating as a driver, passenger or occupant of a motor vehicle in driving events including the associated test drives where the goal of such events is the attainment of maximum speeds.

4.2 The following injuries are also excluded:

4.2.1 Damage to intervertebral discs as well as bleeding from internal organs and brain haemorrhages.

However, insurance cover exists if an accident event according to Clause 1.3 covered by this contract is the predominant cause.

4.2.2 Damage to health caused by radiation.

However, insurance cover exists for damage to health caused by exposure as a result of an accident to X-rays, laser radiation, maser radiation and artificially generated ultraviolet radiation.

4.2.3 Damage to health caused by therapeutic treatments or surgery to the body of the insured person.

However, insurance cover exists:

- if the therapeutic treatments or surgery, including radiodiagnostic and radiotherapeutic treatment or surgery, are carried out as the result of an accident covered by this contract;
- for violent acts by third parties.

4.2.4 Infections

4.2.4.1 These are also excluded if they are caused:

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

through which pathogens entered the body either immediately or at a later time.

4.2.4.2 However, insurance protection exists for:

- rabies and tetanus;
- infections where the pathogens entered the body through accident injuries which are not excluded in accordance with Clause 4.2.4.1;
- tick-borne encephalitis (TBE) and lyme disease (LD) caused by tick bites;

- infections which occur whilst carrying out an occupational activity for which the medical records, the clinical findings or the nature of the illness show that the pathogen entered the body through damage to the skin, for which at least the external layer of skin must be cut, or by means of a sudden injection of infectious matter in the eye, mouth or nose. Being breathed on, sneezed on or coughed on does not constitute an injection.

4.2.4.3 Sentence 2 of Clause 4.2.3 applies analogously for infections caused by therapeutic treatments or surgery.

4.2.5 Poisoning as a result of taking solid or liquid substances through the gullet.

However, poisoning caused by the one-off ingestion of a poisonous foodstuff is included, provided that any damage to health resulting therefrom occurs within 48 hours and is medically diagnosed within this time. Clause 2.1.1.1 paragraph 2 shall be limited to this extent here.

4.2.6 Abnormal disorders as a result of psychological reactions which cannot be directly and causally attributed to a physical injury / a physical loss, even if these are caused by an accident.

4.2.7 Ventral or abdominal hernias.

However, insurance cover exists if these are caused by a violent external act covered by this contract.

5 What cumulative maximum indemnity applies in the group accident insurance policy?

If several persons insured by a group accident insurance contract are injured or killed as a result of a directly temporally and spatially connected event, then €20,000,000 shall be the total maximum insured sum for all affected insured persons.

The insured sums agreed for individual insured persons are reduced in such event according to the ratio of the individual insured sums to the total loss of all affected persons based on the total maximum insured sum.

If there is a possibility that the total maximum insured sum could be exceeded, then the insurance benefit for each insured person shall only become due if the relevant investigations relating to the event stipulated in sentence 1 above are fully concluded.

The Insured event

6 What must be observed after an accident (obligations)?

The following obligations exist in addition to the obligations contained in Clause 6 of the Business Travel General Conditions of Insurance 2011:

6.1 Following an accident which is expected to result in a duty to provide benefit, you or the insured person must immediately:

- consult a doctor;
- follow the doctor's orders; and
- notify us.

6.2 If doctors are instructed by us, the insured person must also be examined by such doctors. We shall bear the necessary costs including any loss of earnings which may result.

6.3 If death results from the accident, we must be informed of this within 48 hours, even if we have already been informed of the accident.

If necessary, we shall be granted the right to have a post-mortem examination carried out by a doctor instructed by us.

7 What are the consequences of non-observance of obligations?

Please refer to Clause 7 of the KILN Business Travel General Conditions of Insurance 2011 for the consequences of non-observance of obligations.

8 When are the benefits payable?

8.1 We are obliged to state within one month – within three months for disablement claims and accident annuity – whether and to what extent we accept a claim. The time limits commence upon the receipt of the following documents:

- evidence of the circumstances of the accident and the consequences of the accident;
- for disablement claims, evidence of the completion of the treatment is also necessary if this is necessary for the assessment of the disablement;
- for accident annuities, a medical certificate confirming an expected permanent disablement of at least 50% is also necessary.

We shall bear any medical fees incurred by you in order to substantiate your claim for benefit if we have commissioned the certificate. We shall not bear any additional costs.

8.2 If we accept the claim or if we have come to an agreement with you as to the cause and the amount, we shall provide the benefit within two weeks.

8.3 Advances of disablement benefit

The following applies for disablement benefit in accordance with Clause 2.1:

If initially only the causes for the obligation to provide benefit are determined, we shall make appropriate advance payments at your request.

Within one year from the date of the accident, disablement benefit may only be claimed up to the amount of the agreed sum in the event of death if treatment has not been completed.

8.4 Reassessment of disablement

8.4.1 Both you and we are entitled to have the degree of disablement medically reassessed annually.

8.4.2 This right is valid for both you and us for up to three years after the accident.

8.4.3 This right must be exercised:

- by us together with our declaration as to our obligation to provide benefit in accordance with Clause 8.1;
- by you before the expiry of the time limit.

8.4.4 In order to be able to exercise your right to reassessment of disablement in accordance with Clause 8.4.1 within the time limit according to Clauses 8.4.2 and 8.4.3, you must provide us with the opportunity to instruct a doctor to examine the insured person in sufficient time before the expiry of the time limit. Your declaration that you wish to exercise this right should therefore reach us within three months from the date of our declaration of our obligation to provide benefit in accordance with Clause 8.1 and at the latest by three months before the expiry of the time limit in accordance with Clause 8.4.2.

8.5 If the final assessment of the degree of disablement for the disablement benefit in accordance with Clause 2.1 results in a higher benefit than we have already provided, then interest of 5 percentage points above the basic rate of the ECB is to be paid on the additional amount.

8.6 We are entitled to request life certificates in order to check the preconditions for the provision of accident annuity in accordance with Clause 2.2. If such certificate is not sent to us without delay, the annuity payment shall remain in abeyance from the next date of payment.

Part 4

Conditions for KILN Baggage Insurance for Business Trips (KILN Business Travel Baggage Conditions of Insurance) – where agreed –

The KILN Business Travel Baggage Conditions of Insurance apply exclusively in conjunction with the KILN Business Travel General Conditions of Insurance 2011.

1 When does insurance cover exist?

1.1 Insurance cover commences at the time at which baggage is removed from the usual place of residence in the country of residence or from the place of employment for the purposes of the imminent commencement of the business trip and ends as soon as the insured property arrives back at one of these places.

1.2 Should the baggage not be unloaded immediately after arrival at the usual place of residence (personal baggage) or at the place of employment (business baggage) in the event of travel in a motor vehicle, the insurance cover shall end upon such arrival.

2 What is insured? (Insured property)

The property which may be insured is specified below.

The contractually insured property and the agreed insured sums are specified in the insurance contract.

The insured sums may be different amounts for the country of residence and abroad.

2.1 Business baggage

Business baggage is all property which is owned or in the possession of the policyholder and which is carried for business purposes during a business trip, is worn on the person or in the clothes or is transported by a usual method of transport.

2.2 Personal baggage

Personal baggage includes:

2.2.1 all property constituting personal travel requisites which is carried during a journey, is worn on the person or in the clothes or is transported by a usual method of transport; and

2.2.2 gifts and souvenirs purchased abroad.

2.3 Cash (only insured if expressly agreed)

Cash is insured on business trips up to the sums specified in the insurance contract, however there are restrictions and it is not insured against theft, vandalism and mains water (see Clause 5 below on insured risks and Clause 3.2 below).

3 What property is insured with restrictions?

3.1 Valuables

The following are deemed to be valuables:

3.1.1 precious objects: clocks, jewellery, gold fillings, items made from precious metal, precious stones;

3.1.2 radios, cameras, video cameras and portable video systems, televisions, music players and film players;

3.1.3 mobile telephones;

3.1.4 computers (also laptops) including modems, printers, personal organisers and games consoles (all with accessories);

3.1.5 furs, musical instruments, glass and porcelain, hand-woven carpets.

3.2 Valuables and cash

3.2.1 Valuables and cash are only insured if they:

- are worn or used in accordance with their intended purpose; or
- are carried securely in person; or
- are located in a properly locked room in a building or on a passenger ship; however, precious objects in accordance with Clause 3.1.1 and cash are only insured if they are also kept in a locked container which also offers increased security against the removal of the container itself.

3.2.2 Valuables and cash are not insured in:

- unattended motor vehicles, trailers, motor homes, caravans and water sports vehicles;
- tents;
- checked-in baggage.

3.3 Property in motor vehicles, watercraft, motor homes and caravans

3.3.1 Supervision

Only the constant presence of the insured person or a confidant appointed by the insured person with the object to be secured shall be deemed to be supervision, but not e.g. watching a place which is open to general use, such as a harbour etc.

3.3.2 Motor vehicles, trailers and watercraft

3.3.2.1 Insurance cover for criminal offences committed by third parties in unattended parked motor vehicles, trailers or watercraft shall only exist if the personal baggage:

- is located in a securely enclosed interior or boot secured by lock or in a locked roof box on the motor vehicle; or
- in a securely enclosed interior secured by a safety lock (cabin, packing case etc.) of a watercraft.

3.3.2.2 Liability within the scope of the full amount of the insured sum shall only exist if it can be proved that:

- the loss occurred during the day between the hours of 06.00 and 22.00; or
- the loss occurred during a break of journey not exceeding two hours; or
- the motor vehicle / trailer was parked in a locked garage – multi-storey or underground car parks available for general use shall not suffice.

Also see Clause 6.3.3 below.

3.3.3 Motor homes and caravans

Insurance cover for unattended parked motor homes and caravans against criminal offences committed by third parties shall only exist if the motor home or caravan was secured by a safety lock and was protected against inspection from the outside by means of a screen securely mounted inside.

4 What property is not insured?

The following are not insured:

- 4.1** items at trade fairs or exhibitions;
- 4.2** manuscripts, drawings, drafts, collection of samples;
- 4.3** items which are used for carrying out a technical occupation;
- 4.4** cash, unless agreed in the contract;
- 4.5** coins, cheques, credit cards, securities, telephone cards, stamps, coupons and vouchers, medals;
- 4.6** tickets, certificates, identity papers and documents of any kind;
- 4.7** items predominantly of artistic value or interest to collectors (e.g. collections), paintings and antiques (items which are more than 100 years old), tapestries;

4.8 land vehicles, aircraft and watercraft, including hang gliders, paragliders and parachutes, surfboards and windsurfing equipments, each with respective accessories (including trailers, outboard motors and car phones);

4.9 keys;

4.10 animals (alive or dead / preserved);

4.11 furs;

4.12 weapons of any kind, including accessories;

4.13 tools, unless these are insured business baggage;

4.14 consumable goods such as cosmetics, foodstuffs, drinks and tobacco and medicines;

4.15 items (e.g. works of art, plants), which may not be purchased, imported or exported due to species conservation, import or export regulations in the Federal Republic of Germany or the destination country.

5 When and for what does insurance cover exist? (Insured risks and losses)

Insurance cover exists for the following events:

5.1 Loss, destruction or damage

while the baggage is in the custody of a commercial carrier, lodging company, porter service or left baggage office. This does not apply for cash and precious objects (see Clauses 3.1.1 and 3.2 above).

5.2 Burglary

Burglary takes place if somebody removes property after he:

5.2.1 breaks or climbs into a room in a building or breaks in using a forged key or any other tool which is not designed for properly opening the room. A key is forged if its production for the lock was not arranged or approved by a person entitled to do so; the mere discovery that insured property has been lost is not proof that a forged key has been used;

5.2.2 breaks open a container in a room in a building or uses forged keys or any other tool which is not designed for properly opening the container in order to open it;

5.2.3 steals insured property from a locked room in a building after having slipped into the room or having concealed himself there;

5.2.4 opens a container in a room in a building with the correct key which he obtained by means of burglary or robbery;

5.2.5 breaks into a room in a building with the correct key which he obtained by means of robbery or by means of theft without any negligent behaviour on the part of the entitled owner.

5.3 Robbery

Robbery within the meaning of these conditions takes place if:

5.3.1 violence is used against the insured person in order to eliminate his resistance to the removal of the insured property; violence does not take place if insured property has been stolen without overcoming a deliberate resistance (simple theft / theft by trickery);

5.3.2 the insured person surrenders insured property or allows such property to be removed because an act of violence is threatened with risk to life and limb;

5.3.3 the insured property is removed from the insured person because his physical state is impaired as the result of an accident or as the result of a faultless other cause and his power of resistance is thereby eliminated;

5.3.4 the insured person or third parties submit insured property because an act of violence is threatened against the insured person with risk to life and limb.

5.4 Theft (does not apply to cash).

5.5 Vandalism, (does not apply to cash).

Vandalism takes place if somebody physically breaks into the place of residence in one of the ways specified in Clause 5.2 and intentionally destroys or damages insured property.

5.6 Transport accident or accident suffered by the insured person

5.7 The events:

- conflagration (i.e. a fire which has started without a proper oven or which has left a proper oven and has spread spontaneously);
- explosion, implosion;
- impact of an aircraft or part of its load.

5.8 Mains water (Exception: cash).

Water which, contrary to its intended purpose, has escaped from:

- incoming / outgoing water utility pipes and their associated fittings and hoses;
- hot water / steam heating, air conditioning, heat pumps and solar heating systems;
- sprinkler or irrigation systems.

5.9 Force majeure, particularly:

5.9.1 storm (gale force 8 or greater);

5.9.2 hail;

5.9.3 lightning:

- direct lightning strike on the insured property;
- short-circuit or excess voltage damage to electrical systems, but only if the lightning strikes the building (including antenna systems) in which the insured property is located directly;

5.9.4 flood;

5.9.5 landslide;

5.9.6 earthquake;

5.9.7 avalanche.

5.10 Baggage delay

if the baggage loaded onto the outbound flight does not arrive at the scheduled destination (place of business) within 24 hours after the flight has arrived.

6 What benefits are provided up to what amount?

6.1 Type of benefit

6.1.1 Compensation shall be provided as follows:

6.1.1.1 The replacement value for destroyed or lost property if it is proven that the property has been replaced.

The replacement value is deemed to be the amount which is generally required to purchase new property of the same type and quality at the place of residence.

6.1.1.2 The necessary repair costs and if applicable a permanent loss of value for damaged and repairable property; however, this shall be no greater than the replacement value.

6.1.1.3 The material value only for films, image carriers, sound carriers and data carriers.

6.1.1.4 Necessary clothes and toiletries for undelivered baggage.

6.2 Precondition for the benefit

It is a precondition for the benefit in the event of:

6.2.1 benefits arising from risks 5.1 to 5.9,

that within one year following the loss:

- the destroyed or lost property is replaced by you;
- the damaged repairable property is repaired; and
- we are provided with the original replacement or repair bills;

6.2.2 delayed baggage delivery (5.10),

that clothes and toiletries have been purchased at the place of destination:

- within 4 days after the insured person has arrived; and
- before the arrival of the baggage.

6.3 Amount of benefit

6.3.1 Limitation per insured event and year

6.3.1.1 The insurance benefit is limited to the amount specified in the insurance contract per insured event.

6.3.1.2 For baggage delay, the maximum insurance benefit is 10% of the insured sum for loss of baggage.

The benefit for baggage delay shall be offset against any benefit for loss of baggage.

| | | | | |
|------------|---|--|----------------|--|
| 6.3.2 | Limit per item | (for all benefits excluding baggage delay) | 8 | What must be done if an insured event occurs? (Obligations) |
| | | The insurance benefit is limited per insured item up to 50% of the agreed insured sum. | 8.1 | In addition to the obligations in Clause 6 of the KILN Business Travel General Conditions of Insurance 2011, you must: |
| | | Pairs or sets i.e. items which belong together as a similar type or which complement one another or which can only be used together or which cannot be complemented individually are also deemed to be one insured item. | 8.1.1 | report losses which occur in the custody of a commercial carrier or lodging company to such carrier or lodging company without delay, within 24 hours at the latest, and you must also request a notice of loss from such carrier or lodging company. |
| 6.3.3 | Limits in motor vehicles, trailers and watercraft (does not apply to baggage delay) | The benefit is limited to 20% of the agreed insured sum for baggage per insured event for losses in motor vehicles or trailers if you are unable to prove any of the preconditions specified in Clause 3.3.2.2. | 8.1.2 | In the event of concealed damage, the commercial carrier must be requested to inspect and certify the loss immediately following the discovery of such loss. The respective time limits for claims must be observed for this; |
| 6.3.4 | Excess / payments by third parties | | 8.1.3 | assert claims for compensation against third parties (e.g. railways, post offices, shipping companies, airlines and hoteliers) in the correct form and in good time or secure such claims in other ways or assign them to us; |
| 6.3.4.1 | You must pay an excess of 50 Euros for each insured event. | This does not apply to insured events resulting from delayed baggage. | 8.1.4 | take all possible and practical measures, particularly in the event of baggage delay, in order to recover the baggage as quickly as possible; |
| 6.3.4.2 | Benefits paid by third parties shall be deducted from benefits arising from this contract in accordance with Clause 8 of the KILN Business Travel General Conditions of Insurance 2011. | | 8.1.5 | report losses caused by criminal offences (e.g. burglary, robbery, vandalism) to the responsible police station within 24 hours submitting a list of all lost property and obtaining written confirmation of this from the police; |
| 7 | When is there no insurance cover? (Exclusions) | In addition to the exclusions in Clause 5 of the KILN Business Travel General Conditions of Insurance 2011, there is no insurance cover for losses: | 8.1.6 | upon request, send us a damaged item at your own expense by registered post with return receipt; |
| 7.1 | caused by seizure, confiscation or other official intervention; | | 8.1.7 | in the event of recovered insured property: – inform us about the investigation as to the whereabouts or the recovery of the property without delay; – refund any paid compensation to us within two weeks or surrender the recovered item and assign the property rights to us; |
| 7.2 | caused by loss e.g. also left lying, abandoned, left hanging or dropped; | | 8.1.7.1 | send us all necessary documents at your own expense, particularly: |
| 7.3 | caused by acts of war and civil war and civil disturbances; | | 8.1.7.2 | police certificates; |
| 7.4 | caused by: – the natural condition or defects of the insured property; – wear and tear; – dents and scratches; – dyeing and cleaning processes; – insects or vermin; | | 8.1.7.3 | written confirmation from the airline company about the reasons of the baggage delay; |
| 7.5 | which concern breakable or brittle items unless the damage occurs as a result of fire, explosion, or force majeure or as a result of a ship, aircraft or motor vehicle accident; | | 8.1.7.4 | confirmation of loss from the commercial carrier or lodging company; |
| 7.6 | which occur as a result of an insured loss (financial losses); | | 8.1.7.5 | original recovery or replacement bills. |
| 7.7 | which the insured person has caused by gross negligence. | | 8.2 | Consequences of breach of obligations |
| | | | | Please refer to Clause 7 of the KILN Business Travel General Conditions of Insurance 2011 for the consequences of breach of obligations. |

Part 5

Conditions for the KILN Business Travel Cancellation Costs & Curtailment Insurance (KILN Business Travel Cancellation Conditions of Insurance) – where agreed –

The KILN Business Travel Cancellation Conditions of Insurance apply exclusively in conjunction with the KILN Business Travel General Conditions of Insurance 2011.

Scope of the insurance

1 What is insured?

Insurance cover exists for all business trips abroad which are booked through a travel company.

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

Insurance cover exists for following unforeseen events:

- 2.1 Cancellation of the trip if the policyholder is unable to send any other employee as a replacement as a result of:
 - 2.1.1 the death, serious accident, unexpected serious illness or pregnancy complications of the insured person;
 - 2.1.2 pregnancy complications suffered by the spouse or life partner of the insured person;
 - 2.1.3 the death, serious accident or unexpected serious illness of the spouse / life partner, children, parents, siblings, parents-in-law, children-in-law or siblings-in-law of the insured person;
 - 2.1.4 damage to the property of the insured person as a result of fire, natural forces or a criminal offence committed by a third party if the damage is considerable in relation to the financial status and the assets of the injured party or the presence of the insured person is necessary for the purpose of assessing the loss;
 - 2.1.5 unforeseen warning by the Federal Foreign Office not to visit the country of destination for which the insured person has booked the journey;
 - 2.1.6 vaccination intolerance or prophylaxis intolerance of the insured person which are not already known from previous experiences;
 - 2.1.7 unforeseen court summons which cannot be postponed if the insured person is called as a witness or a juror (but not in an occupational or advisory capacity).

2.2 Curtailment of journey

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

2.3 Delayed return journey

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

3 What benefits are provided up to what amount?

Compensation shall be paid after deducting third party benefits (e.g. a transport company or e.g. airport fees) in accordance with Clause 8 of the KILN Business Travel General Conditions of Insurance 2011 up to the amount specified in the insurance contract.

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

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

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

3.2 For curtailment of journey in accordance with Clause 2.2,

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

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

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

3.3 For delayed return journey in accordance with Clause 2.3,

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

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

but not for board.

4 When is there no insurance cover? (Exclusions)

In addition to the exclusions in Clause 5 of the KILN Business Travel General Conditions of Insurance 2011, there is no insurance for events which:

- 4.1** the insured person has caused by gross negligence;
- 4.2** would have been foreseeable had the necessary care been taken;
- 4.3** are attributable to a pregnancy within a period of eight weeks before the due date of delivery;
- 4.3.1** have arisen as a result of booking a journey to or through a country to which travel has been advised against by the Federal Foreign Office.

The insured event

5 What must be done if an insured event occurs (obligations)?

5.1 In addition to the obligations in Clause 6 of the Business Travel General Conditions of Insurance 2011, you must:

5.1.1 inform the relevant booking office or the travel company as early as possible about the cancellation of the journey or the curtailment;

5.1.2 send us medical certificates relating to illnesses, accidents, death, vaccination intolerance or pregnancy, police reports, summons before a court which cannot be postponed or other evidence relating to the cause of the loss;

5.1.3 send us bills of charges and booking documents.

5.2 Consequences of breach of obligations

Please refer to Clause 7 of the KILN Business Travel General Conditions of Insurance 2011 for the consequences of breach of obligations.

Part 6

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

The KILN Business Travel Personal Liability Insurance applies exclusively in conjunction with the KILN Business Travel General Conditions of Insurance 2011.

1 What is insured?

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

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

2 What is covered?

2.1 Insured risks

Within the scope of the following provisions, the insurance cover extends to the statutory liability of the insured person as a private individual on a business trip arising from the risks of everyday life.

Insured risks of everyday life are activities, **particularly:**

- 2.1.1** as the head of a family or household (e.g. arising from the obligation to supervise minors);
- 2.1.2** as a cyclist;
- 2.1.3** relating to the participation in sport with the exception of the exclusions at Clause 4.2 below;
- 2.1.4** relating to the legitimate private possession and use of cutting and thrusting weapons, firearms, munitions and missiles, but not for the purposes of hunting or criminal offences;
- 2.1.5** as a rider when using **horses belonging to third parties** for private purposes. Liability claims by the keeper or owner of the animals against the insured person are not insured;
- 2.1.6** as the keeper or carer of tame domestic pets, tame small animals and bees, but not dogs, cattle, horses, other riding and draught animals, wild animals or animals kept for commercial or agricultural purposes;

2.1.7 as the tenant (but not the long-term tenant, leaseholder, etc.) of apartments, hotel or boarding house rooms and residential houses rented for the purposes of business trips.

2.2 Uninsured risks or risks with restricted insurance

2.2.1 Professional and other activities

The risks of a business, profession, service or office (including honorary office), responsible work in any kind of association or an unusual or dangerous occupation are excluded.

2.2.2 Motor vehicles, aircraft and watercraft

2.2.2.1 The liability of the owner, possessor, keeper or operator of a motor vehicle, aircraft or watercraft for losses caused by the use of such vehicle is not insured.

2.2.2.2 However, insurance cover exists for liability for losses caused by the use of:

2.2.2.2.1 model aircraft, unmanned balloons and kites:

- which are not powered by engines or propellers;
- the total flying weight of which does not exceed 5 kg; and
- for which insurance is not compulsory;

2.2.2.2.2 water sports vehicles, with the exception of own sailing boats and own or third party water sports vehicles with engines – including auxiliary or outboard engines – or propellants.

3 What benefits are provided up to what amount?

3.1 Type of benefits

The insurance cover includes:

3.1.1 investigating liability;

3.1.2 defending unfounded claims for damages;

3.1.3 indemnifying the policyholder against justified liability for damages.

Liability for damages is justified if the insured person is obliged to provide compensation on the basis of statute, a court judgment, admission or settlement and we are bound by this. We shall only be bound

by admissions made and settlements reached by the insured person without our consent if there would have been a claim even without such admission or settlement.

If the insured person is found to be liable for damages and the decision is binding on us, we must indemnify the policyholder against the third party claim within a period of two weeks;

3.1.4 defence counsel's costs in accordance with the fee scale or greater if expressly agreed with us for the appointment of defence counsel as desired or approved by us for the insured person in a criminal prosecution due to an insured event which may result in a liability claim for which insurance cover exists;

3.1.5 provision of security or deposit for the insured person if the insured person has a statutory obligation to provide security for a due pension as the result of an insured event, or prevention of enforcement of a court ruling against the insured person by providing a security or a bond;

3.1.6 the conduct of litigation in the name of the insured person should an insured event result in litigation regarding the claim between the insured person and the claimant or the latter's successor in title.

The costs of the litigation shall be borne by us.

3.2 Amount of benefits

3.2.1 Maximum limit per loss event

3.2.1.1 Our compensation benefit is limited to the agreed insured sums in each insured event.

This also applies if the insurance cover extends to several parties liable to pay compensation.

Several temporally related losses resulting from the same cause shall be deemed to be one single loss event.

The total benefit for all loss events in one insurance year shall be limited to double the agreed insured sum.

3.2.1.2 The expenditure for costs in accordance with Clause 3.1.6 shall not be deducted from the insured sum as benefits unless the litigation takes place in the United States of America or Canada.

If the justified liability claims arising from an insured event exceed the insured sum, we shall bear the court costs in the ratio of the insured sum to the total amount of such claims.

In such cases, we are entitled to discharge ourselves from providing further benefits by paying the insured sum and a proportion of the hitherto accrued costs corresponding to the insured amount.

3.2.1.3 If the insured person is obliged to pay an annuity to the claimant and if the cash value of the annuity exceeds the insured sum or the remaining amount of the insured sum after the

deduction of any other benefits arising from the same insured event, then the annuity to be paid shall only be refunded in the ratio of the insured sum or the remaining amount thereof to the cash value of the annuity.

When calculating the proportional value, the cash value of the annuity and the amount of cover shall be determined in accordance with **the declaration in the form of a business plan** made to the responsible regulatory authority relating to this matter.

3.2.2 Maximum benefit for damage to rented property

For insurance benefits resulting from damage to rented property in accordance with Clause 2.1.7, the payment of compensation shall be limited to the sum specified in the insurance contract per insured event and per insurance year.

3.2.3 Limit to additional costs attributable to the insured person

If the settlement of a liability claim by acknowledgement, satisfaction or settlement requested by us fails due to the conduct of the insured person, then we shall not be obliged to pay any additional expenses for compensation, interest and costs accruing from the time of the insured person's refusal.

3.2.4 Other liability insurance policies

In accordance with Clause 8 of the KILN Business Travel General Conditions of Insurance 2011, any other existing insurance cover shall take precedence over this overseas travel liability insurance.

4 When is there no insurance cover? (Exclusions)

In addition to the exclusions specified in Clause 5 of the KILN Business Travel General Conditions of Insurance 2011, there is no insurance cover for liability claims:

4.1 if they exceed the scope of the insured person's statutory duty due to the contract or express commitments;

4.2 arising from losses as a result of:

- hunting;
- participation in horse, bicycle or motor vehicle racing, boxing or wrestling or the preparation for such events (training);

4.3 arising from loss events suffered by relatives of the insured person who live together with the latter as a household.

Relatives are deemed to be spouses / life partners, parents and children, adoptive parents and children, parents-in-law and children-in-law, step-parents and step-children, grandparents and grandchildren, siblings, foster parents and foster children (persons who are associated with each other in a long-term family-like relationship such as that of parents and children);

| | | | |
|---------------|---|--------------|---|
| 4.4 | between several persons insured under the same insurance contract; | 4.13 | resulting from losses arising from hostility, bullying, harassment, unequal treatment or other discrimination; |
| 4.5 | by legal representatives of parties without legal capacity or of parties with restricted legal capacity; | 4.14 | resulting from bodily harm arising from the transmission of an illness suffered by the insured person. |
| 4.6 | <p>due to losses to third party property and all pecuniary losses resulting from such property losses if the insured person has rented, leased, borrowed such property or has acquired it by infringement of property rights or if it is the subject of a separate contract of safe custody.</p> <p>However, damage to rented rooms / houses and their fixtures and fittings is included in accordance with Clause 2.1.7 (damage to rented property). The following remain excluded:</p> <ul style="list-style-type: none"> – liability claims for wear and tear and excessive use; – damage to heating, boiler and hot water systems; – to electrical and gas appliances; – liability claims which are covered by the waiver of regress under the fire insurers' agreement for comprehensive loss; | | <p>The same applies to property damage and all pecuniary losses resulting from such caused by the illness of animals owned by the insured person which are either kept or sold by him.</p> <p>In both cases, insurance cover exists if the insured person proves that he acted neither intentionally nor grossly negligently.</p> |
| 4.7 | which are attributable to asbestos or substances or products containing asbestos; | 5 | What must be done if an insured event occurs? (Obligations) |
| 4.8 | which are directly or indirectly connected with energy-rich ionising radiation (e.g. rays of radioactive material or X-rays) and with laser and maser radiation; | | In addition to the obligations in Clause 6 of the KILN Business Travel General Conditions of Insurance 2011, you or the insured person must observe the obligations specified below upon the occurrence of an insured event. |
| 4.9 | caused by environmental influences on soil, air or water (including damage to bodies of water) and all further losses arising from such; | 5.1 | Notification of loss |
| 4.10 | <p>arising from material damage caused by:</p> <ul style="list-style-type: none"> – the gradual effect of temperature, gases, vapours or moisture, precipitation (smoke, soot, dust etc); – sewage, the formation of sludge, subsidence of land (including a structure erected upon it or a part of such), caused by landslides, tremors resulting from pile driving, caused by flooding of standing or flowing bodies of water; – damage to fields caused by grazing cattle or game; | 5.1.1 | We must be informed of every insured event without delay, even if no claim for compensation has yet been made. |
| 4.11 | resulting from the exchange, the transmission or the provision of electronic data as long as this relates to: | 5.1.2 | You or the insured person must inform us immediately if a liability claim is brought against the insured person or if a public prosecution, proceedings by authorities or court proceedings are commenced, a default summons is issued or the dispute is announced to the insured person by a court. |
| 4.11.1 | the deletion, suppression, destruction or modification of data; | 5.2 | Default summons / orders |
| 4.11.2 | non-recording or failed saving of data; | | You must enter an objection or any otherwise necessary challenge to a default summons or an order by administrative authorities to pay compensation in good time. Instructions from us are not necessary. |
| 4.11.3 | the disturbance of access to electronic data exchange; | 5.3 | Conduct of litigation |
| 4.11.4 | the transmission of confidential data or information; | | If a liability claim against the insured person is brought before a court, then he must allow the litigation to be conducted by us. We shall instruct a lawyer on behalf of the insured person. The insured person must grant the lawyer full authority and must provide all required information and requested documents. |
| 4.12 | resulting from losses arising from the infringement of personality rights or name rights; | 5.4 | Authorisation |
| | | 5.4.1 | We are deemed to be authorised to make any declarations on behalf of the insured person which appear to us to be appropriate for the settlement or defence of the claim. |
| | | 5.4.2 | If the insured person is granted the right to request the cancellation or reduction of any payable annuity due to a change in circumstances, then he is obliged to allow us to exercise this right on his behalf. |
| | | 5.5 | Consequences of breaches of obligations |
| | | | Please refer to Clause 7 of the KILN Business Travel General Conditions of Insurance 2011 for the consequences of breaches of obligations. |

Part 7

Conditions for the KILN No Claims Bonus Refund Insurance for Business Trips (KILN Business Travel No Claims Bonus Refund Insurance) – where agreed –

The KILN Business Travel No Claims Bonus Refund Insurance applies exclusively in conjunction with the KILN Business Travel General Conditions of Insurance 2011.

1 What is insured and where?

Insurance cover exists:

- 1.1** if the insured person is on a business trip in accordance with Clauses 1.3 - 1.4 of the KILN Business Travel General Conditions of Insurance 2011 and suffers a traffic accident in his private car (including estate car or van authorised for up to 9 occupants) which was caused either by a third party or by himself and his no claims bonus is upgraded as a result of this due to a benefit provided from the motor vehicle third party liability insurance or hull insurance;

- 1.2** exclusively within the European Union and Switzerland.

1.3 Insured benefit

The difference between the premium for the motor vehicle third party liability or hull insurance before the upgrade and the premium after the upgrade shall be refunded.

The difference shall be paid for two years up to a total of the sum specified in the insurance contract.

1.4 It is a precondition for the benefit that:

- 1.4.1** the employer has approved the use of the private car for business trips; and
- 1.4.2** the insured person has a valid driving licence for cars.

2 When is there no insurance cover? (Exclusions)

In addition to the exclusions in Clause 5 of the KILN Business Travel General Conditions of Insurance 2011, there is no insurance cover for losses:

- 2.1** which the insured person has caused by gross negligence;
- 2.2** caused by off-road journeys;
- 2.3** caused as the result of the use of:
- 2.3.1** alcohol, if the blood alcohol level at the time of the loss is above the level allowed for driving a car according to the applicable jurisdiction of the country in which the insured person caused the loss;
- 2.3.2** other intoxicants (e.g. drugs);
- 2.4** caused as a result of the use of the vehicle for any driving events (e.g. whereby the goal is the attainment of a maximum speed or skill), endurance tests or preparations for such events (test drives).

3 What must be done if an insured event occurs? (Obligations)

- 3.1** You must observe the obligations specified in Clause 6 of the Business Travel General Conditions of Insurance 2011 upon the occurrence of an insured event.

3.2 Consequences of breaches of obligations

Please refer to Clause 7 of the KILN Business Travel General Conditions of Insurance 2011 for the consequences of breaches of obligations.