



KILN Accident Insurance Terms and Conditions 2011

(KILN UB 2009)

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

Introduction

The KILN UB 2011 are based on the law governing insurance contracts (VVG) which was reformed as of 01.01.2008 and essentially on the following which are recommended by the German Insurance Association – GDV –

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

as well as on

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

and were summarised and extended for customers of KILN.

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

You as insurance policy holder are our contractual partner.

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

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

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The scope of insurance

1 What is insured?

1.1 We offer insurance cover in case of accidents, which the insured person suffers during the validity of the contract.

1.2 Insofar as not otherwise agreed the following applies:

1.2.1 The insurance cover

- comprises accidents all over the world
- applies 24 hours a day
- exists for all occupational and private accidents.

1.3 It is deemed an accident if the insured person involuntarily suffers a health impairment due to an external event which is suddenly effecting his body (accident event).

1.4 Is is also regarded as an accident

1.4.1 if through an excessive exertion on limbs or spinal column

- a joint is dislocated or
- muscles, tendons, ligaments or capsules are strained or disrupted;

1.4.2 death through drowning or suffocation under water as well as typical health impairments through diving (Caisson illness, barotrauma) without it being possible to determine an accident event.

1.5 We refer to the regulations concerning the restrictions to the benefit (Subclause 3, 5.2 and 6) and the exclusions (Subclause 4). They apply to all types of benefits.

2 Which types of benefits can be agreed?

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

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

2.1 Disability benefit

2.1.1 Pre-requisites for the benefit:

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

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

The disability has

- occurred within 12 months after the accident and
- is determined by a doctor in a text form within 15 months after the accident and has been claimed by you from us by submitting a medical certificate.

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

2.1.2 Type and amount of the benefit:

2.1.2.1 We pay the disability benefit as a capital amount.

2.1.2.2 The sum insured and the degree of disability due to the accident form the basis for calculating the benefit.

2.1.2.2.1 The following degrees of disability shall apply exclusively in case of loss or full functional incapacity of the body parts and sense organs mentioned below:

Arm	70%
Arm until below the elbow joint	65%
Arm below the elbow joint	60%
Hand	40%
Thumb	12%
Index finger	8%
Other fingers	5%
Leg above mid of femoral	70%
Leg until mid of femoral	60%
Leg below knee	50%
Leg until mid of lower leg	45%
Foot	40%
Large toe	5%
Other toes	2%
Eye	40%
insofar however as the vision of the other eye had been lost before the accident already	60%
Hearing on one ear	20%
insofar however as the hearing of the other ear had been lost before the accident already	40%
Sense of smell	8%
Sense of taste	5%
Voice	25%

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

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

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

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

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

2.1.2.3 If the insured person dies

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

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

2.2 Accident pension

2.2.1 Pre-requisites for the benefit:

The pre-requisites for a disability benefit exist according to Subclause 2.1.1.1.

The accident led to a degree of disability of at least 50 per cent determined according to Subclause 2.1.2.2.1 to Subclause 2.1.2.2.4 and Subclause 3.

2.2.2 Amount of benefit

We shall pay the accident pension in the amount of the agreed sum insured irrespective of the age of the insured person.

Agreed progressive disability graduations or other additional benefits in the event of disability remain out of consideration for determining the amount of the benefit.

2.2.3 Begin and duration of the benefit

2.2.3.1 We shall pay the accident pension

- retrospectively from the beginning of the month, in which the accident took place,
- monthly in advance.

2.2.3.2 The accident pension will be paid until the end of the month in which

- the insured person dies or
- we inform you that a new assessment undertaken according to Subclause 9.4 showed that the degree of disability due to the accident has fallen below 50 per cent.

2.3 Temporary Impairment benefit

2.3.1 Pre-requisites for the benefit:

2.3.1.1 The normal physical or mental ability of the insured person is impaired in the occupational or private field due to an accident

- after expiry of six months beginning from the date of the accident and
- without the contribution of illnesses or infirmities

still by at least 50%.

2.3.1.2 This impairment existed without interruption six months.

It has been claimed by you from us by no later than seven months after the accident occurred by submitting a medical certificate.

2.3.2 Type and amount of the benefit:

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

2.4 Temporary Total Disability Daily benefit (TTD)

2.4.1 Pre-requisites for the benefit:

2.4.1.1 The insured person performs a regular professional activity or paid occupation.

2.4.1.2 Due to an accident the insured person

- is impaired in the capacity for work and
- undergoing medical treatment.

2.4.2 Amount and duration of the benefit:

The TTD is calculated according to the agreed sum insured. It is graduated according to the determined degree of the impairment of the professional activity or occupation.

TTD is paid for the duration of the medical treatment within two years beginning from the date of the accident, no longer however than for 365 days.

If the capacity for work is still impaired after completion of the medical treatment TTD will continue to be paid if

- the attending doctor certifies the impairment and
- a disability according to Subclause 2.1 has not (yet) been determined by a doctor or no accident pension is paid yet.

2.5 Daily Hospital cash

2.5.1 Pre-requisites for the benefit:

2.5.1.1 The insured person is undergoing full medically essential inpatient treatment because of the accident or undergoes surgery as an outpatient in a hospital under full anaesthetic because of an accident.

2.5.1.2 Health resort stays and stays in sanatoriums and convalescent homes are not deemed as medically essential treatment.

Follow-up treatment (AHB) and trade association-inpatient further treatment (BGSW) are deemed as medically essential treatment.

2.5.2 Amount and duration of the benefit:

2.5.2.1 The daily hospital cash will be paid within three years, beginning from the date of the accident, for each calendar day of the full inpatient treatment, no longer however than for 365 days.

2.5.2.2 We pay the daily hospital cash for the

1st to 100th day in twice the amount
101st to 365th day in the amount

of the agreed sum insured.

2.5.2.3 Rooming-In: If it is advised from a medical point of view and approved by doctors in case of serious consequences of accidents that an accompanying person is accommodated in the hospital with the insured person then the double sum insured is paid per day for this period of time.

2.5.2.4 The daily hospital cash can thus be claimed with the summarisation of all afore-mentioned pre-requisites from the 01st to the 100th day for a maximum of 3 times the amount.

2.6 Accidental Death benefit

2.6.1 Pre-requisites for the benefit:

The insured person died within 12 months as a result of the accident.

We refer to the special duties according to Subclause 7.5.

2.6.2 Amount of the benefit:

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

Additional benefits

The following applies to all additional benefits:

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

2.7 Rehabilitation subsidy

2.7.1 Pre-requisites for the benefit:

- 2.7.1.1 The insured person has carried out a medically essential rehabilitation measure
- after an accident which falls under the contract
 - owing to the health impairment which is caused by the accident event or its consequences
 - within three years beginning from the date of the accident
 - for a continuous period of at least three weeks.

These pre-requisites shall be proven by you through the submission of the medical discharge report as well as the approval documents for the rehabilitation measure by the BfA, the statutory or private health insurance fund or the social security department or pension office.

2.7.1.2 Also insured are partial inpatient rehabilitation measures, with which the insured person, with the exception of the overnight stay, receives the same therapy programme as inpatient patients.

2.7.1.3 Not insured are

- Intensive rehabilitation follow-up care,
- Follow-up treatment after a hospital stay,
- Trade association inpatient further treatment,

- other full inpatient treatments for which daily hospital cash (from an accident or health insurance) is procured from us or another company.

2.7.2 Amount of the benefit:

The rehabilitation subsidy is paid in the amount stated in the insurance policy once per accident.

2.8 Rescue costs

2.8.1 Pre-requisites for the benefit:

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

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

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

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

2.8.2 Type and amount of the benefit:

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

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

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

2.9 Patient transport costs

2.9.1 Pre-requisites for the benefit:

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

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

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

2.9.2 Type and amount of the benefit:

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

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

2.9.2.2 medically useful relocation transports from hospital to hospital, e.g. to the hospital near the home location;

- 2.9.2.3 medically useful return transports from overseas to the nearest suitable hospital in the vicinity of the place of residence of the insured person with a medically suitable means of transport (ambulance vehicle or aircraft); the decision whether the insured person is transported by land or in an aircraft is made by the doctor commissioned by the assistant by coordination with the attending doctor;
- 2.9.2.4 the additional costs with the return of the injured person to their place of residence insofar as the additional costs are due to a doctor's order or were unavoidable according to the type of the injury;
- 2.9.2.5 the additional costs with the journey home or for additional accommodation for co-travelling minor children and the co-travelling partner of the insured person with an accident overseas;
- 2.9.2.6 the standard transfer to the last constant place of residence in the event of death due to an accident or alternatively the burial overseas up to the same amount in case of an accident overseas.

2.10 Cosmetic surgery

2.10.1 Pre-requisites for the benefit:

- 2.10.1.1 The insured person has undergone cosmetic surgery after an accident which falls under the contract.
- Deemed as cosmetic surgery is medical treatment which is carried out after completion of the curative treatment with the aim to correct an impairment of the external appearance of the insured person caused by the accident.
- 2.10.1.2 The cosmetic surgery is carried out within three years after the accident, in case of accidents of minors by no later than before they attain the age of 21.
- 2.10.1.3 A third party (e.g. another insurer)
- is not obliged to payment or
 - disputes its payment obligation or
 - provided its payment however this was not sufficient for settling the costs.

2.10.2 Type and amount of the benefit:

We shall reimburse in total up to the amount of the agreed sum insured proven

- doctor's fees
- other surgery costs
- necessary costs for accommodation and meals in hospital
- dental treatment and dental prosthesis costs, which were incurred through a loss or partial loss of incisors and canine teeth due to an accident.

2.11 Costs for conversion of workplace

2.11.1 Pre-requisites for the benefit:

- 2.11.1.1 The insured person is expected to be permanently impaired in their physical or mental efficiency through an accident (disability).
- Owing to this disability it is not possible for the insured person to perform their professional activity without restrictions.
- It is possible to start the professional activity in full or in part again through the conversion of the workplace.
- 2.11.1.2 The claim for conversion costs is asserted with us within two years after the accident.
- 2.11.1.3 A third party is not obliged to payment or disputes its payment obligation or its payment was not sufficient for settling the costs.

2.11.2 Type of the benefit:

- 2.11.2.1 We shall reimburse in total up to the amount of the agreed sum insured proven costs for converting the workplace.

Deemed as workplace is the place at which the insured person mainly performed their professional activity before the accident.

Costs are thus reimbursed for the conversion of

- office furniture
- an office (e.g. for widening doors)
- a building (e.g. building of a ramp, lift)
- sanitary facilities and kitchens
- machinery/ appliances
- a passenger car or lorry
- other systems.

- 2.11.2.2 If the conversion is more expensive than a new acquisition the costs for the new acquisition shall be reimbursed.

- 2.11.2.3 If insured person and insurance policy holder jointly decide that a new workplace will be set-up at the insurance policy holder instead of the conversion of the former workplace the costs for this shall also be reimbursed.

2.12 Costs for conversion of residence & vehicle

2.12.1 Pre-requisites for the benefit:

- 2.12.1.1 The insured person is expected to be permanently impaired in their physical or mental efficiency through an accident (disability).
- A conversion of residence or car can alleviate or make more bearable the consequences of the disability.
- 2.12.1.2 The claim for incurred conversion costs shall be asserted with us within two years after the accident.
- 2.12.1.3 A third party is not obliged to payment or disputes its payment obligation or its payment was not sufficient for settling the costs.

2.12.2 Type of the benefit:

2.12.2.1 We shall reimburse in total up to the amount of the agreed sum insured proven costs for

- the conversion of the apartment and/ or of the house in which the insured person lives (e.g. widening of the doors, building of a ramp, lift, sanitary facilities and kitchens),
- the conversion or the new acquisition of machines and appliances which are attached to the residence (e.g. telephone system, fax, PC, emergency call system),
- the conversion of a car used by the insured person,
- a move into an apartment which is suitable for the disabled.

3 Which implications do illnesses or infirmities have?

As an accident insurer we pay for the consequences of accidents. If illnesses or infirmities contributed to the health impairment or its consequences which were caused by an accident event

- in the event of disability the percentage of the degree of disability is reduced,
- in the event of death and, insofar as not otherwise determined, in all other cases the benefit is reduced

in line with the share of the illness or the infirmity.

If the contribution share is less than 25 %, however there will be no reduction.

4 In which cases is the insurance cover excluded?

4.1 No insurance cover exists for the following accidents:

4.1.1 Accidents of the insured person through mental disorders or impaired consciousness, also if caused by drunkenness or abuse of drugs, as well as through strokes, epileptic fits or other convulsions, which affect the whole body of the insured person.

Insurance cover exists however, if these disorders or convulsions were caused through an accident event which falls under this contract;

4.1.2 Accidents which the insured person suffers due to the fact that he/she wilfully commits or attempts to commit a criminal offence.

4.1.3 Accidents which were caused directly or indirectly through acts of war or civil war.

Insurance cover exists however if the insured person is affected by surprise by a war or civil war on a trip abroad.

This cover ends at the end of the 7th day of the commencement of a war or civil war on the territory of the country where the insured person stays.

The extension does not apply for trips into or through countries where a war or civil war already exists. It does also not apply for the active participation in a war or civil war and accidents in connection with a war or situation similar to a war between the countries China, Germany, France, Great Britain, Japan, Russia or USA.

4.1.4 Accidents of the insured person

- as aircraft pilot (also air sport machine operator) insofar as he/she requires a permit for this according to Swiss law and as other crew member of an aircraft;
- with a professional activity which is to be performing using an aircraft;
- with the use of spacecraft
- as artist, stuntman, animal tamer,
- as person working in a mine,
- as explosives and disposal personnel as well as ammunition search troops,
- as professional diver,
- as professional, contractual and licensed sportsman or sportswoman (also racing drivers and racing horserider).

4.1.5 Accidents which the insured person suffers as a driver, co-driver or passenger of a motor vehicle being engaged in driving events including the relevant training in which it depends on the achievement of maximum speeds.

4.1.6 Accidents which have been caused directly or indirectly through nuclear energy.

4.2 Excluded are also the following impairments:

4.2.1 Damages to intervertebral discs and bleeding from internal organs and cerebral haemorrhages.

Insurance cover exists however if an accident event which falls under this contract is the main cause according to Subclause 1.3.

4.2.2 Health impairments through rays.

4.2.3 Health impairments through remedial measures or interventions to the body of the insured person.

Insurance cover exists however,

- If the remedial measures or interventions, also radiation diagnostic and therapeutic were initiated through an accident which falls under this contract,
- for violent interventions by third parties.

4.2.4 Infections.

4.2.4.1 They are also excluded if they were caused

- through insect stings or bites or
- through other slight injuries to the skin or the mucous membranes

through which pathogens entered the body immediately or later.

- 4.2.4.2 Insurance cover exists however for
- rabies and tetanus,
 - infections, in which the pathogens entered the body through accident injuries, which are not excluded according to Subclause 4.2.4.1,

- 4.2.4.3 Subclause 4.2.3 Sentence 2 shall apply accordingly to infections which have been caused through remedial measures or interventions.

- 4.2.5** Poisoning as a result of the intake of solid or liquid substances through the gullet.
- Insurance exists however for children which at the time of the accident have not yet attained the age of 10.

- 4.2.6** Abnormal disorders as a result of mental reactions which are not directly and causal due to an organic injury/an organic damage even if these were caused by an accident.

- 4.2.7** Abdominal or lower abdominal hernias.
- However, insurance protection does exist if these occurred due to a violent external effect, which is covered by this contract.

5 What do you have to observe in case of group accident insurances?

5.1 Designation of the insured persons

The group accident insurance can be concluded with or without stating the names of the insured persons. The agreed form can be derived from the contract.

5.1.1 Insurances without stating names

- 5.1.1.1 Insurance cover exists for the persons who belong to the group described in the contract.
- 5.1.1.2 The persons who are to be insured are to be described and entered by you so that no doubts can arise about the affiliation of the injured person to the insured group of persons.
- 5.1.1.3 You undertake to inform us of the number of persons who are insured on the date of the main due date each year by three months after the main due date. If several groups of persons are insured the number for each group is required.
- 5.1.1.4 Based on your information we shall calculate the premium which is to be paid for the previous period of time and for the current insurance year and shall prepare a corresponding premium settlement.
- 5.1.1.5 The insurance cover of the individual insured person shall expire if they leave the employment relationship which exists with you or from the association.

5.1.2 Insurances with details of names

- 5.1.2.1 Insurance cover exists for the persons mentioned by name.
- 5.1.2.2 You can register non-insured persons for the insurance at all times if the profession or em-

ployment and the sums insured are the same as those who are already insured. Insurance cover shall exist for the persons who are added to the agreed extent from receipt of your registration by us.

- 5.1.2.3 Persons in other professions or with other employment or with higher sums insured are only insured after you have reached an agreement with us about sums insured and premium.

- 5.1.2.4 We are entitled to reject the insurance of the individual person after examining the risks. If we reject this the insurance cover shall lapse one month after submission of our declaration.

- 5.1.2.5 The insurance cover for insured persons, who are to withdraw from the contract, shall expire no earlier than at the time at which we receive your report.

5.2 Joint maximum sum insured (accumulation)

If several persons insured through a group accident insurance contract are injured or killed through an event which is directly connected in terms of time and space then € 10,000,000 shall be deemed as joint maximum sum insured for all affected insured persons together.

The sums insured agreed for the individual insured persons shall in this case be reduced according to the ratio of the individual sums insured to the total damages of all affected persons with regard to the joint maximum sum insured.

In case there is the possibility that the joint maximum sum insured could be exceeded the insurance benefit shall only be due for each insured person when the necessary investigations have been completed in total with regard to the event mentioned in Sentence 1.

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

- 6.1** Insurance cover exists with the agreed sums insured until the expiry of the insurance year in which the insured person attains the age of 75. After this you have the following option:
- You will pay the previous premium and we reduce the agreed sums insured to 50 per cent or
 - You submit us a medical certificate concerning the health condition of the insured person and we will calculate the new sums insured and a corresponding higher premium.
- 6.2** If an agreement is not reached about new sums insured and premiums by no later than two months after begin of the new insurance year the contract will be automatically continued with sums insured which are reduced by 50 per cent.

This change will not be documented. In an insured event the age of the insured person will

be determined and the benefit paid accordingly.

The insured event

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

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

- 7.1** After an accident which is expected to lead to a payment obligation your or the insured person must immediately
- consult a doctor,
 - follow his orders and
 - inform us.
- 7.2** You or the insured person must complete the accident report sent by us truthfully and return it to us immediately, relevant additional information requested by us must be provided in the same manner.
- 7.3** If doctors are commissioned by us the insured person must also allow himself to be examined by these doctors. We shall bear the necessary costs including a loss of earnings suffered thereby.
- 7.4** Doctors, who have treated or examined the insured person (also for other reasons), hospitals and other health institutions, other person insurers, statutory health insurances, trade associations and authorities are to be authorized to provide all information which is necessary for assessing the payment obligation.

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

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

- 7.5** If the accident results in death this is to be reported to us within 48 hours after gaining knowledge thereof, even if the accident had already been reported to us.

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

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

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

If an obligation according to Subclause 7 is breached wilfully you will lose your insurance cover. In case of the grossly negligent breach of a obligation we are entitled to reduce our benefit in a ratio which corresponds with the

serious of your fault. Both shall only apply if we have informed you of these legal consequences through a separate notification in a text form.

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

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

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

9 When are the benefits due and payable?

- 9.1** We are obliged to declare within one month – in case of an disability claim and the accident pension within three months - in a text form whether and to what extent we recognise a claim. The deadlines shall begin with the receipt of the following documents:
- Proof of the course of the accident and the consequences of the accident,
 - In case of an disability claim additionally the proof of the completion of the remedial proceedings insofar as necessary for assessing the disability;
 - with the accident pension in addition the doctor's certificate concerning an expected permanent disability of at least 50 per cent.

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

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

9.3 Advance payments for an disability benefit

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

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

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

9.4 New assessment of the disability

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

- 9.4.2** The right stated in Subclause 9.4.1 shall apply up to three years, for children until they attain the age of 14 however up to five years after the accident.
- 9.4.3** The right stated in Subclause 9.4.1 must be exercised
- by us together with our declaration concerning our payment obligation according to Subclause 9.1,
 - by you before expiry of the deadline.
- 9.4.4** In order to be able to carry out your right for new assessment of the disability according to Subclause 9.4.1 in time according to Subclause 9.4.2 and 9.4.3 you must give us the opportunity to commission a doctor with examining the insured person in time before expiry of the deadline. Your declaration to intend to exercise the right should therefore be submitted to us as far as possible three months after our declaration about our payment obligation according to Subclause 9.1, however must be available to us by no later than three months before expiry of the deadline according to Subclause 9.4.2.
- 9.5** If the final assessment of the degree of disability shows a higher payment for the disability benefit according to Subclause 2.1 than we have already made interest shall be paid annually on the additional amount with 5 percentage points above the base lending rate of the ECB.
- 9.6** In order to examine the pre-requisites for the receipt of an accident pension according to Subclause 2.2 we are entitled to request life certificates. If the certificate is not sent immediately the pension payment shall be suspended from the next due date.

The term of insurance

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

10.1 Begin of the insurance cover

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

10.2 Term and end of the contract

10.2.1 The following shall apply to all contracts:

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

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

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

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

10.2.2 The following applies to group accident insurances:

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

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

10.2.2.3 We refer to Subclause 5.1.1.5 and 5.1.2.5 - end of the insurance cover for persons in the group accident insurance.

10.3 Termination after insured event

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

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

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

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

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

10.4 Suspension of the insurance cover in case of military assignments

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

The insurance premium

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

11.1 Premium and insurance tax

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

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

11.2.1 Due date of the payment

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

If payment of the annual premium in instalments has been agreed only the first instalment of the first annual premium shall be deemed as first premium.

11.2.2 Later commencement of the insurance cover

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

11.2.3 Cancellation

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

11.3 Payment and consequences of delayed payment/ follow-up premium

11.3.1 Due date and timely nature of the payment

The follow-up premiums shall be due and payable at the respective agreed time.

11.3.2 Default

If a follow-up premium is not paid in time you shall be deemed in default without a reminder unless you are not responsible for the delayed payment.

We shall request you to make payment in a text form at your costs and set you a payment deadline of at least two weeks. The setting of this deadline shall only be effective if we can put the individual outstanding amounts of the premium and the interest and costs into figures and state the legal consequences which are associated with the expiry of the deadline according to the Subclauses 11.3.3 and 11.3.4

We are entitled to demand reimbursement of the damages suffered by us through the default.

11.3.3 No insurance cover

If you are still in default with the payment after expiry of this payment deadline no insurance cover shall exist from this point in time until the payment if you were informed thereof with the payment request according to Subclause 11.3.2 Par. 2.

11.3.4 Termination

If you are still in default with the payment after expiry of this payment deadline we can terminate the contract without observing a deadline if we have informed you thereof with the payment request according to Subclause 11.3.2 Par. 2.

If we have terminated and if you pay the reminded premium subsequently within one month the contract shall continue to exist. However, no insurance cover exists for insured events, which occurred between the receipt of the termination and the payment.

11.4 Timely nature of the payment in case of direct debit mandate

If the collection of the premium from an account has been agreed the payment shall be deemed on time if the premium can be collected on the due date and you do not object to a justified collection.

If the due premium could not be collected by us or your insurance agent without this being your fault the payment shall also then be deemed in time still if it is made immediately after our payment request which is submitted in a text form.

If the due premium cannot be collected, because you revoked the direct debit mandate or if you are responsible for other reasons that the premium repeatedly cannot be collected we shall be entitled to request payment outside of the direct debit procedure in future. You are only obliged to send the premium if you have been requested to do this by us in a text form.

11.5 Partial payment and consequences with delayed payment

If the payment of the annual premium in instalments has been agreed the still outstanding instalments shall be due and payable immediately if you are in default with the payment of one instalment.

We can further request annual payment of the premium for the future.

11.6 Payment of premium to your insurance agent

The insurance agent named in the insurance policy is entitled to assume obligation for collecting your premiums on our behalf and undertakes to forward these to us.

The payment of the premiums to the insurance agent named in the insurance policy shall be deemed equivalent to the payment to us.

Further provisions

12 How are the legal relationships of the persons involved in the contract to each other?

12.1 If the insurance has been taken out against accidents which are suffered by another person (third party insurance) the following shall apply:

12.1.1 The insured person can assert benefits from the accident insurance directly with our company without your consent. We shall make the payment directly to the insured person.

12.1.2 You as insurance policy holder shall inform each insured person about the insurance cover which exists within the framework of this contract and about the right of the insured person according to Subclause 12.1.1.

12.1.3 Not the insured person is entitled to exercise other rights from the contract, but only you are entitled.

12.1.4 Besides the insured person you are responsible for satisfying the obligations.

12.2 All provisions, which apply to you, are to be applied accordingly to your legal successors and other claimants.

12.3 The insurance claims can neither be assigned nor pledged before due date without our consent.

13 What does the pre-contractual reporting duty mean?

13.1 Completeness and accuracy of details about circumstances which are relevant for the risks

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

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

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

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

13.2 Cancellation

13.2.1 Pre-requisites and exercising the right of cancellation

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

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

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

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

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

13.2.2 Exclusion of the right of cancellation

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

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

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

13.2.3 Consequences of the cancellation

No insurance cover exists in the event of the cancellation.

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

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

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

13.3 Termination or retrospective adjustment to the contract

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

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

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

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

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

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

- 13.3.2** If we cannot cancel or terminate, because we would also have concluded the contract with knowledge of the circumstances which were not reported, however at other conditions, the other conditions shall retrospectively become a part of the contract at our request. If you are not responsible for the breach of duty the other conditions shall become part of the contract from the current insurance period.

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

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

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

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

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

13.4 Contestation

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

14

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

- 14.1** All reports and declarations which are intended for us should be directed at

- our administrative headquarters / head office or
- to your insurance agent.

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

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

General contractual information

15 Information concerning the insurer

15.1 Address

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

HRA Frankfurt am Main 26467

15.2 The headquarters of the company

The headquarters of the company is London, Great Britain.

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.

15.6 Responsible supervisory authority

The Lloyd's Insurer London are regulated by The Financial Services Authority (FSA), 25 The North Colonnade, Canary Wharf, London E14 5HS, Great Britain, www.fsa.gov.uk.

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 Belgian 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

ness 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 Belgian Financial Authority (FSMA), Rue du Congrès 12-14, 1000 Brussels, www.fsma.be.

17 Information concerning the insured benefits

17.1 Essential features / legal basis

17.1.1 The basis of the insurance contract are your application (insofar as available), these insurance terms and conditions, into which our tariff provisions have been integrated, your insurance policy and the law governing insurance contracts [VVG] in the reformed version as of 01.01.2008.

17.1.2 This insurance insures you against accidents (see Subclause 1) with the benefits listed in your insurance policy and defined in Subclause 2 which are due according to Subclause 9. We as insurer provide the contractually agreed insurance benefits within the framework of these insurance terms and conditions.

17.2 Costs and mode of payment

With the exception of the premium stated in the insurance policy (incl. statutory insurance tax) no other costs are to be borne by you for the conclusion of the contract and the insurance cover.

The premium is to be paid by you according to the mode of payment stated in the insurance policy; see also Subclause 11.

17.3 Period of validity

These insurance terms and conditions can be changed by us for new, not however for existing contracts, at all times.

We are bound to our offer (quotation) for 30 days.

18 Information concerning the contract

18.1 Conclusion of your contract

The contract has been concluded through our confirmation of cover. The begin of the contract and your insurance cover is the date stated in the insurance policy, 00.00 [midnight].

18.2 Instructions concerning revocation according to § 8 Par. 2 No. 2 VVG

18.2.1 Right of revocation

You can revoke your contractual declaration within two weeks without stating any reasons in a text form (e.g. letter, fax, e-mail).

The deadline shall begin on the date after you have received the insurance policy, the con-

tractual provisions including our General Insurance Terms and Conditions as well as the contractual information according to § 7 Par. 2 of the law governing insurance contracts and these instructions in a text form.

In electronic business transactions (online application or online conclusion of contract) the deadline for revocation shall not begin before we have also satisfied the additional duties which especially apply to this sales method according to § 312e Par. 1 Sentence 1 BGB (means for correcting input errors, confirmation of the application).

In order to safeguard the deadline for revocation it is sufficient for the revocation to be sent in time. The revocation is to be directed at

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

18.2.2 Consequences of revocation

In the event of an effective revocation your insurance cover shall end and we shall reimburse you the part of your premium which relates to the period of time after receipt of the revocation.

We can retain the part of your premium, which relates to the period of time until receipt of the revocation if you have approved that the insurance cover shall begin before expiry of the deadline for revocation. If you have not granted such consent or if the insurance cover only begins after expiry of the deadline for revocation we shall reimburse you the total premium.

We shall reimburse you premiums immediately; by no later than 30 days after receipt of the revocation.

18.2.3 Special instructions

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

The right of revocation does not exist with contracts with a term of less than one month.

18.3 Term and conditions of termination

The contract shall apply to the period of time stated in the insurance policy. You can find the conditions of termination in Subclause 10.

19 Information concerning legal action

19.1 Which law shall apply?

Swiss law shall apply to this contract.

19.2 Which court has jurisdiction?

- 19.2.1** The place of jurisdiction for actions from the insurance contract against us is Frankfurt am Main. If you are a natural person the course shall also have local jurisdiction in the district of which you have your place of residence at the time when the action is filed or, in the absence of such, your customary place of stay.

- 19.2.2** If you are a natural person actions from the insurance contract against you must be filed at the court that has jurisdiction for your place of residence or, in the absence of such the place of your customary place of residence. If you are a legal entity the court of jurisdiction is determined according to your registered seat or your branch.

- 19.2.3** If your place of residence, registered seat or your branch is located in a state outside of the European Union, Iceland, Norway or Switzerland, the place of jurisdiction is on the other hand Frankfurt am Main.

19.3 Contractual language

The contractual language is English. All communication is carried out exclusively in the English language.

20 Who is responsible for your complaints?

20.1 Ombudsman

Our company is a member of the association of insurance ombudsmen. You can thus use the free out of court reconciliation proceedings.

The insurance ombudsman can deal with complaints up to an amount in dispute of currently € 80,000.--.

We undertake with decisions up to an amount of € 5,000.—to waive addressing a court and to acknowledge the arbitration award of the ombudsman.

The possibility to take legal action remains unaffected for you hereby.

The insurance ombudsman can be contacted at

beschwerde@versicherungsbombudsmann.de

P. O. Box 080632, 10006 Berlin.

20.2 Supervisory authority

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.

Information leaflet concerning data processing

21 Preamble

Today insurances can only perform their tasks still using electronic data processing (EDP). Only this way can contractual relationships be processed correctly, quickly and in a cost effective manner; EDP also offers the insured community better protection from misuse than the former manual system.

The processing of your personal data of which we are informed is regulated by the Federal Data Protection Act (BDSG). According to this the data processing and use is permitted if the BDSG or another legal regulation permits it or if the person concerned has approved this.

The BDSG allows the data processing and use if this takes place within the framework of the intended use of a contractual relationship or trust relationship similar to a contract or insofar as it is necessary for safeguarding justified interests of the saving authority and there is no reason to assume that the interest of the person concerned which is worthy of protection in the exclusion of processing or use has precedence.

22 Declaration of consent

Irrespective of this weighing up of interests which is to be carried out in an individual case and with regard to a safe legal basis for the data processing a declaration of consent has been included in your insurance application according to the BDSG. This shall continue to apply after the termination of the insurance contract, shall end however – except in the life and accident insurance – with the rejection of the application already or through your revocation which is possible at all times.

If the declaration of consent is deleted in full or in part when the application is filed there may under certain circumstances not be a conclusion of a contract. Despite revocation or full or partially deleted declaration of consent the data may be processed and used in the limited framework which is permitted by law, as described in the preamble.

23 Declaration for release from oath of secrecy

In addition, the transmission of data, which as e.g. at the doctor, are subject to professional secrecy, also presumes a special permission of the person concerned (release from oath of secrecy). Therefore the life, health and accident insurance (personal insurance) also include a clause for the release from the oath of secrecy in the application or in damage/ benefit reports.

Below we would like to name you several essential examples for the data processing and use.

23.1 Data storage at your insurer

We save data, which are necessary for the insurance contract. These are initially your application data, e.g. name, first name, address, date of birth; profession. Further technical insurance data concerning the contract, such as customer number (partner number), sum insured, term of insurance, premium, bank details and if necessary details of a third party, e.g. an agent, an expert or a doctor are kept (contractual data). In case of an insured event we save your details concerning the damages and if applicable also details of third parties, such as e.g. the degree of occupational disability determined by the doctor, the determination of your repair garage concerning total loss of motor vehicle or with the expiry of a life insurance the paid amount (benefit data).

23.2 Data transmission to reinsurers

In the interest of its insurance policy holders an insurer will always pay attention to a compensation of the risks assumed by it. Therefore, in many cases we pass on part of the risk to reinsurers at home and abroad. These reinsurers also require corresponding technical insurance information from us such as insurance number, premium, type of insurance cover and the risk and risk markup and in individual case also your personal details. Insofar as reinsurers assist in the risk and damage assessment the necessary documents will also be made available to you. In some cases the reinsurers use the services of other reinsurers to whom they also hand over corresponding data.

23.3 Data transmission to other insurers

According to the law governing insurance contracts when filing an application, any change to the contract and in a damaging event the insurer person must inform the insurer of all circumstances which are important for assessing the risk and the damage processing. These include e.g. previous illnesses and insured events or notifications about equivalent other insurances (applied for, existing, rejected or terminated). In order to prevent improper use of insurance, to clarify possible contradictions in the details of the insured person or in order to fill loopholes in the findings concerned the suffered damages it may be necessary to request information from other insurers or to provide corresponding information upon request.

It may also otherwise be necessary in certain cases (double insurance, legal transfer of claim and with division agreements) to exchange personal data among the insurers. Data of the person concerned will be forwarded such as name and address, licence number of car, type of insurance cover and the risk or details concerning the damages, such as amount and date of damages.

23.4 Central information systems

When examining an application or a damage it may be necessary for the risk assessment, for the further clarification of the facts or to prevent improper use of insurance to direct en-

quiries to the responsible specialist association or to other insurers or also answer corresponding enquiries of other insurers. To this end there are central information systems, which may be tracked with the respective system, thus only have satisfied insofar certain pre-requisites.

Example Accident insurer:

Report with substantial breach of the pre-contractual reporting duty,

Rejection of payment owing to wilful breach of obligation in the insured event, owing to presence of an accident or of consequences of accidents,

Extraordinary termination by the insurer after provision of payment or filing of action for payment.

Aim: examination of risks and detection of insurance fraud.

23.5 Supervision by insurance agent

In your insurance matters you will if applicable be supervised by an agent. Agents in this meaning are besides individuals also mediation companies.

In order to be able to properly perform his tasks the agent receives for this purpose the information which is necessary for the supervision and consultancy from your application, contract and benefit data, e.g. insurance number, premiums, type of insurance cover and the risk, number of insured events and amount of insurance payments. Exclusively for the purpose of adjustments to the contract for the personal insurance health data may also be transmitted to the responsible agents.

Agents process and use this personal data themselves within the framework of the stated consultancy and supervision of the customer. You will also be informed by us about changes to the data relevant to the customer.

Each agent is obliged by law and contract to comply with the provisions of the BDSG and his special non-disclosure obligations (e.g. professional secrecy and data secrecy).

24 Further information and explanations about your rights

As person concerned you have according to the BDSG in addition to the right of revocation mentioned at the beginning you are entitled to information and under certain pre-requisites a right to correction, blocking or deletion of your data which are saved in a file.

For possible further information and explanations please contact the company data protection officer of your insurer. Please also always direct a possible request for information, correction, blocking or deletion owing to the data saved at the reinsurer to your insurer.