

## Insurance conditions/ customer information

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# PERSONAL LIABILITY PREMIUM

**! We have translated this document into English to make it easier to read for non-German speakers. Please be aware that only the German version is legally binding.**

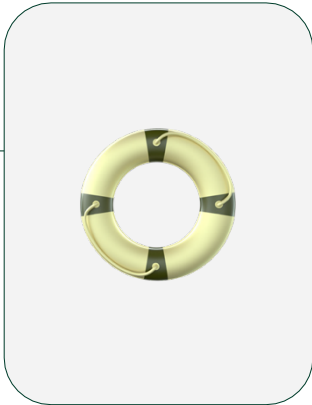
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# General Conditions of Insurance (AVB)

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## 1 Parties to the contract

### 1.1 You

You are our client and pay us the agreed premiums. According to the law, you are the "policyholder".

### 1.2 We

We are Getsafe - your insurance company (Getsafe Insurance AG and Getsafe Digital GmbH).

As Getsafe Insurance AG, we are the "insurer" according to the law and stand by you in the event of insured losses (insured events).

As Getsafe Digital GmbH, we have been granted the power of attorney as an insurance agent to receive your advertisements and declarations. Thus, as Getsafe Digital GmbH, we take care of the distribution of the products and the contract administration. Furthermore, as Getsafe Digital GmbH we are entitled to collect the premium.

### 1.3 Insured persons

You are exclusively entitled to exercise the rights arising from this contract. This also applies if other persons are insured and regardless of who holds the insurance policy.

Insofar as other persons are insured, they are responsible in addition to you for the fulfilment of the associated obligations/duties (in particular in the event of a claim).

### 1.4 Legal successors

All provisions applicable to you shall apply accordingly to your legal successor and other claimants.

## 2 Insurance cover, premium payment, insurance period, due date, consequences of late payment or non-payment

### 2.1 Commencement of insurance cover

Insurance cover begins at the time stated in the insurance policy, provided that the initial or single premium is paid in time (on the due date). If you do not pay on time, the insurance cover will only start after the payment has been arranged.

### 2.2 Payment of contributions

Depending on the agreement, the contributions are paid in advance. This is done either through ongoing payments monthly, quarterly, semi-annually, annually or as a one-off contribution.

### 2.3 Insurance period

The insurance period is one year. This also applies if the agreed contract period is longer than one year. If the agreed contract period is shorter than one year, the insurance period shall correspond to the contract period.

### 2.4 Due date of the initial or single premium

The first or single premium shall be paid immediately after the date of the agreed commencement of insurance specified in the insurance policy. This applies irrespective of the existence of a right of cancellation.

If the agreed date of commencement of the insurance is prior to the conclusion of the contract, the first or single premium shall be paid immediately after the conclusion of the contract.

The payment is deemed to be on time if it can be collected on the due date and you do not object to the direct debit.

**2.5 Our right of withdrawal if the initial or single premium is not paid on time**

If the first or single premium is not paid on time in accordance with 2.4 AVB, we can withdraw from the contract as long as you have not arranged the payment.

Withdrawal is excluded if you are not responsible for the non-payment.

**2.6 Exemption from benefits if the initial or single premium is not paid on time**

If you do not pay the first or single premium on time in accordance with 2.4 AVB, we are not obliged to pay benefits for an insured event that occurred before payment of the premium. The prerequisite is that we have drawn your attention to this legal consequence of non-payment of the premium by means of a separate notification in text form (e.g. e-mail) or by means of a conspicuous notice in the insurance policy.

The exemption from benefits only applies if you are responsible for the non-payment.

**2.7 Due date of the subsequent contribution**

A subsequent premium shall be due in accordance with the agreed method of payment at the beginning of each month, quarter, half-year or year or at another agreed time.

The payment is deemed to be on time if it can be collected on the due date and you do not object to the direct debit.

**2.8 Default of the subsequent contribution and compensation for damages**

If a subsequent fee is not paid on time, you will be in default without a reminder. This only applies if you are responsible for the late payment.

If you are in arrears with the payment of a subsequent premium, we are entitled to demand compensation for the damage incurred by us as a result of the arrears.

**2.9 Reminder**

If a subsequent premium is not paid on time, we can request you to pay in text form (e.g. e-mail) at your expense and set a payment deadline (reminder). The payment deadline must be at least two weeks from receipt of the payment request.

The reminder is only effective if we specify the amounts in arrears of the premium as well as the interest and costs for each contract in detail and point out the legal consequences (exemption from benefits and right of termination).

**2.10 Exemption from benefits after reminder**

After expiry of the payment deadline set in the reminder, we are released from the obligation to pay benefits if you are in arrears with the payment of the premium or interest or costs when the insured event occurs. There is no insurance cover until payment has been made.

**2.11 Termination after reminder**

We may terminate the contract without notice with immediate effect after the expiry of the payment period set in the reminder if you are in default of payment of the amounts owed.

The termination can be combined with the determination of the payment deadline. The termination will then automatically take effect upon expiry of the deadline. We will expressly point this out to you in the reminder.

**2.12 Payment of the premium after termination**

The termination shall become ineffective if the payment is initiated within one month after the termination. If the termination has been linked to the payment deadline, it shall become ineffective if the payment is initiated within one month after the deadline has expired.

Our exemption from benefits according to 2.10 AVB remains in force until payment.

**2.13 Obligations of the policyholder**

If direct debit has been agreed for the collection of the fee, you must ensure that there are sufficient funds in your account when the fee is due.

This obligation applies accordingly if payment of the contribution via credit card or another payment service provider (PayPal, Apple Pay, Amazon Pay, Google Pay, etc.) has been agreed.

If we were unable to collect the fee due through no fault of your own, the payment is still on time if it is made immediately after a payment request from us in text form (e.g. e-mail).

**2.14 Change of payment method / costs for failed collection attempts**

If you are responsible for the fact that one or more fees cannot be collected despite repeated collection attempts, we are entitled to terminate the SEPA direct debit mandate or the agreement on the payment of fees via a credit card or another payment service provider in text form (e.g. e-mail).

We must state in the notice that you are obliged to send the outstanding premium and future premiums yourself.

We may charge you for the resulting costs for failed collection attempts (processing fees, e.g. from credit institutions or a payment service provider).

**3 Duration and end of the contract, termination, premium in the event of premature termination**

**3.1 Duration of contract**

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

**3.2 Tacit extension**

If the term of the contract is at least one year, the contract shall be extended by one year at a time. It shall not be extended if one of the contracting parties has received a notice of termination in due time before the expiry of the respective contract term.

**3.3 Contract duration of less than one year**

If the contract period is less than one year, the contract ends at the agreed time without the need for termination.

**3.4 Your right to terminate (daily right to terminate)**

You have the right to terminate the contract at any time (daily). The termination is effective from the date of receipt by us or at a later date of your choice (i.e. the contract ends at the end of the day on which the notice of termination is given).

**3.5 Our right of termination**

We have the right to terminate the contract with three months' notice to the agreed expiry of the insurance or each subsequent year.

**3.6 Right of termination after an insured event**

After the occurrence of an insured event, both contracting parties may terminate the insurance contract. The notice of termination must be received by us or you in text form (e.g. e-mail) and no later than one month after the conclusion of the negotiations on the compensation.

You can decide whether your cancellation takes effect immediately or at a later date, but at the latest at the end of the current insurance period.

Cancellation by us will take effect one month after it is received by you.

**3.7 Cessation of the insured interest**

If an insured interest ceases to exist completely and permanently after the commencement of the insurance, the contract in respect of that interest shall end at the time when we become aware of the cessation of the interest.

**3.8 Contribution in the event of premature termination of the contract**

**3.8.1. General principle**

In the event of premature termination of the contract, we shall only be entitled to the part of the premium corresponding to the period during which the insurance cover existed.

**3.8.2 Premium or business fee in the event of revocation, rescission, avoidance and lack of insured interest**

**3.8.2.1** If you revoke your contractual declaration within the revocation period (see revocation instructions), we only have to refund the part of the premiums attributable to the period after receipt of the revocation declaration. The prerequisite is that we have pointed out the right of cancellation, the legal consequences of cancellation and the amount to be paid in the cancellation policy and that you have agreed that the insurance cover begins before the end of the cancellation period.

If the cancellation notice has not been given, we must also refund the premium paid for the first insurance year. This does not apply if you have claimed benefits under the insurance contract.

**3.8.2.2** If we withdraw from the insurance contract due to a breach of a pre-contractual duty of disclosure, we shall be entitled to the premium until receipt of the notice of withdrawal.

If the insurance contract is terminated by our withdrawal because the single premium or the first premium has not been paid on time, we are entitled to a reasonable business fee.



- 3.8.2.3 If the insurance contract is terminated by our rescission due to fraudulent misrepresentation, we shall be entitled to the premium until receipt of the declaration of rescission.
- 3.8.2.4 If the insured interest ceases to exist completely and permanently after the commencement of the insurance, we are entitled to the premium until the time when we become aware of the cessation of the interest.

## 4 Duty to notify before conclusion of contract

### 4.1 Completeness and accuracy of information on risk-related circumstances

Until you submit your contractual declaration, you must notify us of all circumstances of risk known to you which we have asked about in text form and which are relevant to our decision to conclude the contract with the agreed content. This duty of disclosure also applies if we ask you questions in text form within the meaning of sentence 1 after your contractual declaration but before the acceptance of the contract.

### 4.2 Legal consequences of breach of the duty of disclosure

#### 4.2.1 Withdrawal and lapse of insurance cover

If you breach your duty of disclosure in accordance with 4.1.1 AVB, we can withdraw from the contract. In the event of withdrawal, there is also no insurance cover for the past.

However, we have no right of withdrawal if you can prove that you did not provide the incorrect or incomplete information either intentionally or through gross negligence.

Our right of withdrawal due to grossly negligent breach of the duty of disclosure does not apply if you prove that we would have concluded the contract on the same or different terms even if we had known of the circumstances that were not disclosed.

If we withdraw after the occurrence of an insured event, we may not refuse insurance cover if you prove that the incomplete or incorrectly disclosed circumstance was not the cause of either the occurrence of the insured event or the determination or scope of the benefit. However, there is no insurance cover if you have fraudulently breached the duty of disclosure.

#### 4.2.2 Termination

If you breach your duty of disclosure in accordance with 4.1.1 AVB through slight negligence or without fault, we may terminate the contract.

The right of cancellation is excluded if you prove that we would have concluded the contract on the same or different terms even if we had known about the circumstances that were not disclosed.

#### 4.2.3 Amendment of contract

If our right of withdrawal is excluded in accordance with 4.1.2.1 AVB because we would have concluded the contract even if we had been aware of the undisclosed circumstances, albeit under different conditions, the other conditions will become part of the contract retroactively at our request. In the event of a breach of duty for which you are not responsible, the other conditions will become part of the contract as of the current insurance period.

If you do not agree with the changed conditions, you can terminate the contract at any time with immediate effect. We must inform you of your right to terminate the contract in this notice.

### 4.3 Time limit and form for exercising our rights

We must assert the rights to withdraw, terminate or amend the contract in text form within one month. In doing so, we must state the circumstances on which we base our declaration. To substantiate this, we may subsequently state further circumstances within one month of becoming aware of them. The one-month period begins at the time when we become aware of the breach of the duty of disclosure and the circumstances that justify the right asserted by us in each case.

### 4.4 Our duty to inform

We shall only be entitled to the rights of withdrawal, termination or amendment of the contract if we have informed you of the consequences of the breach of the duty of disclosure by means of a separate notification in text form (e.g. e-mail).

### 4.5 Exclusion from our rights

We cannot invoke our rights to withdraw from, terminate or amend the contract if we were aware of the non-disclosed risk circumstance or the incorrectness of the disclosure.

### 4.6 Contestation

Our right to challenge the contract on the grounds of fraudulent misrepresentation shall remain unaffected.

**4.7 Expiry of our rights**

Our rights to withdraw from the contract, to terminate the contract and to amend the contract expire five years after conclusion of the contract. These rights do not expire for insured events that occurred before the expiry of this period. The period is ten years if you (or your representative) have intentionally or fraudulently breached the duty of disclosure.

**5 Further regulations****5.1 Multiple insurers, multiple insurance**

Multiple insurance exists if the risk is insured in several insurance contracts.

If the multiple insurance was concluded without your knowledge, you can demand the cancellation of the contract concluded later.

The right to cancel expires if you do not assert it within one month after you have become aware of the multiple insurance. Cancellation will take effect on the date on which we receive the declaration requesting it.

**5.2 Declarations and notifications, change of address****5.2.1 Form, competent body**

Declarations and notifications intended for us or for you that relate to the insurance contract and are made directly to us or to you must be made in text form (e.g. via e-mail, Getsafe app). This does not apply if the law stipulates otherwise in writing or in this contract.

Declarations and notifications should be addressed to our head office or to the office designated as responsible in the insurance policy or its addenda. The statutory regulations on the receipt of declarations and notifications remain in force.

**5.2.2 Change of your email address, address or name**

If your email address, address or name changes, you must notify us immediately or change it yourself in the Getsafe app.

If you have not notified us of a change in your email address, a message via your customer account in the Getsafe app or the sending of an email to the last email address known to us shall be sufficient for a declaration of intent to be made to you. The declaration is deemed to have been received on the day it is sent.

If the written form is required by law, the dispatch of a registered letter to the last address known to us is sufficient for a declaration of intent which we make to you. The declaration is deemed to have been received three days after the letter is sent. This applies accordingly in the event of a change of your name.

**5.3 Power of attorney of the insurance agent****5.3.1 Explanations from you**

The insurance agent is deemed to be authorised to accept declarations made by you concerning

- a) the conclusion or revocation of an insurance contract;
- b) an existing insurance relationship including its termination;
- c) Obligation to notify and provide information before conclusion of the contract and during the insurance relationship.

**5.3.2 Statements from us**

The insurance agent is deemed to be authorised to forward insurance policies or their supplements issued by us to you.

**5.3.3 Payments to the insurance agent**

The insurance agent is deemed to be authorised to accept payments that you make to him/her in connection with the brokerage or conclusion of an insurance contract. You must only accept a restriction of this power of attorney against you if you were aware of the restriction when making the payment or were not aware of it as a result of gross negligence.

**5.4 Limitation**

Claims arising from the insurance contract are subject to a limitation period of three years. The limitation period begins at the end of the year in which the claim arose and the creditor becomes aware of the circumstances giving rise to the claim and the person of the debtor. Grossly negligent ignorance is equivalent to knowledge.

If a claim under the insurance contract has been notified to us, the period between notification and receipt by the claimant of our decision communicated in text form (e.g. e-mail) shall not be counted when calculating the time limit.

In all other respects, the limitation period shall be governed by the general provisions of the German Civil Code.

## **5.5 Locally competent court**

### **5.5.1 Actions against us**

For actions against us arising from the insurance contract, the court of jurisdiction is determined by our registered office or that of our branch responsible for the insurance contract.

Furthermore, the court in whose district you have your registered office, the registered office of your branch office, your place of residence or, in the absence of such, your habitual place of residence at the time the action is brought shall also have jurisdiction. However, if you transfer your registered office, the registered office of your branch office, your place of residence or, in the absence of such, your usual place of residence abroad after conclusion of the contract, the courts of the state in which we have our registered office shall have jurisdiction.

### **5.5.2 Actions against you**

For actions against you arising from the insurance contract, jurisdiction is determined by your registered office, the registered office of your branch or your place of residence; in the absence of such, by your habitual residence.

If the domicile or habitual residence is not known at the time the action is brought, the jurisdiction for actions against you arising from the insurance contract shall be determined according to our registered office or our branch office responsible for the insurance contract.

## **5.6 Applicable law**

This contract is subject to German law.

## **5.7 Embargo provision (sanctions clause)**

Without prejudice to the other contractual provisions, insurance cover shall only exist insofar as and as long as there are no economic, trade or financial sanctions or embargoes of the European Union or the Federal Republic of Germany directly applicable to the contracting parties. This also applies to economic, trade or financial sanctions or embargoes of the United States of America, insofar as this does not conflict with European or German legal provisions.

## **6 Conditional guarantees**

### **6.1 Innovation guarantee for future service extensions**

If the agreed conditions and clauses on which this insurance is based are changed exclusively for your benefit and without an additional premium, the new conditions will also apply to this contract from the next main due date.

### **6.2 Performance guarantee compared to GDV model conditions**

We guarantee that the conditions on which the contract is based correspond at least to the model conditions of the German Insurance Association (GDV) published at the time of conclusion of the contract.

### **6.3 Guarantee of compliance with the minimum standards of "Arbeitskreis Beratungsprozesse" on Advisory Processes**

We guarantee that the conditions on which the contract is based comply with the minimum standards of the "Arbeitskreis Beratungsprozesse" published at the time the contract was concluded. (The "Arbeitskreis Beratungsprozesse" on Advisory Processes ([www.beratungsprozesse.de](http://www.beratungsprozesse.de)) is an initiative of several intermediary associations and service companies. The working group recommends risk analyses and minimum performance standards for intermediaries).

### **6.4 Loss assessment in connection with a change of insurer**

If it is unclear at the time of reporting the claim whether property damage occurred during the validity of this insurance or falls within the validity of a previous insurance that existed immediately prior to this, we will not refuse to process the claim due to the lack of proof of responsibility.

If we are unable to reach agreement with the previous insurer as to which company is responsible for the claim, we will make advance payment within the scope of the insurance cover agreed with us, provided and to the extent that the benefit would also have been paid if the previous insurance had continued unchanged. This presupposes that you support us as far as possible in clarifying the facts and assign your claims against the previous insurer to us.

Insofar as the time of the occurrence of the damage can be clearly determined within the scope of the investigation, the insurer in whose contract period the occurrence of the damage falls is liable to pay benefits.



# General Liability Conditions (AHB)

<b>1</b>	Object of the insurance
<b>2</b>	Insured benefits
<b>3</b>	Limitation of benefits
<b>4</b>	Changes in the insured risk
<b>5</b>	New risks to be added
<b>6</b>	Your duties (obligations), consequences of breaches of duty
<b>7</b>	Prohibition of assignment

## 1 Object of the insurance

Insurance cover exists to the extent of the insured risk in the event that you

- due to a loss event (insured event) occurring during the validity of the insurance,
- that resulted in personal injury, property damage or resulting financial loss,
- on the basis of statutory liability provisions under private law
- you are claimed for damages by a third party.

The term "event of damage" refers to an event as a direct consequence of which the third party suffered damage. The time at which the damage was caused, which led to the event causing the damage, is irrelevant.

## 2 Insured benefits

### 2.1 Services

The insurance cover includes

- the examination of the liability issue,
- the defence against unjustified claims for damages and
- the release of you from justified obligations to pay damages.

Obligations to pay damages are justified if you are obliged to pay compensation on the basis of the law, a legally binding judgment, acknowledgement or settlement and we are bound by this. Acknowledgements and settlements made or entered into by you without our consent shall only bind us insofar as the claim would have existed even without an acknowledgement or settlement.

If your obligation to pay damages has been established with binding effect for us, we must release you from the third party's claim within two weeks.

### 2.2 Powers of attorney

2.2.1 We are authorised to make all declarations on your behalf that we deem appropriate for the settlement of the claim or defence against the claim for damages.

2.2.2 If an insured event results in a legal dispute about claims for damages against you, we are authorised to conduct the legal proceedings. We will then conduct the legal dispute at our expense on your behalf.

2.2.3 If you or a co-insured person obtain the right to demand the cancellation or reduction of an annuity payable, we are authorised to exercise this right.

### 2.3 Cost sharing in criminal proceedings

If we request or approve the appointment of a defence counsel for you in criminal proceedings due to a damaging event that may result in a liability claim covered by the insurance, we shall bear the costs of the defence counsel in accordance with the fee regulations or the higher costs specially agreed with the defence counsel.

### 3 Limitation of benefits

#### 3.1 Sum insured

3.1.1 Our indemnification is limited to the sum insured agreed in the insurance policy for each insured event. This also applies if the insurance cover extends to several persons liable for compensation.

3.1.2 Several insured events occurring during the validity of the insurance shall be deemed to be one insured event (serial loss) which occurred at the time of the first of these insured events if these are

- on the same cause,
- on the same causes with an internal, in particular factual and temporal, connection or
- based on the delivery of goods with the same defects.

#### 3.2 Agreed deductible

If agreed, you will contribute to our indemnification for each insured event with an amount specified in the insurance policy and its addenda (deductible).

Unless otherwise agreed, we shall remain obliged to defend against unjustified claims for damages even in the event of damage whose amount does not exceed the deductible.

#### 3.3 Costs

3.3.1 Our expenses for costs shall not be offset against the sums insured.

3.3.2 If the substantiated liability claims arising from an insured event exceed the sum insured, we shall bear the legal costs in proportion to the sum insured to the total amount of these claims.

#### 3.4 Pension payments

If you have to make annuity payments to the injured party and the capital value of the annuity exceeds the sum insured or the remaining amount of the sum insured after deduction of any other benefits from the insured event, the annuity to be paid will only be reimbursed by us in the ratio of the sum insured or its remaining amount to the capital value of the annuity.

For the calculation of the annuity value, the corresponding provision of the Ordinance on Insurance Cover in Motor Third Party Liability Insurance in the respective valid version at the time of the insured event shall apply.

When calculating the amount you must contribute to ongoing annuity payments if the capital value of the annuity exceeds the sum insured or the remaining sum insured after deduction of other benefits, the other benefits are deducted in full from the sum insured.

#### 3.5 Causing additional expenses

If the settlement of a liability claim by acknowledgement, satisfaction or compromise demanded by us fails due to your conduct, we shall not be liable for the additional expenditure on compensation, interest and costs incurred from the time of the refusal.

### 4 Changes to the insured risk (increases and extensions)

#### 4.1 Co-insurance of increases or extensions of the insured risk

Your legal liability from increases or extensions of the insured risk is also insured.

This does not apply

- for risks arising from the ownership or use of motor vehicles, aircraft or watercraft subject to insurance, and
- for other risks subject to compulsory insurance or cover (except for dogs subject to compulsory insurance).

#### 4.2 Risk increases due to amendment of existing or enactment of new legislation

The insurance also covers your legal liability arising from increases in the insured risk due to amendments to existing or the enactment of new legal provisions. In these cases, we are entitled to terminate the insurance relationship with one month's notice. The right of termination expires if it is not exercised within one month from the time when we became aware of the increase.

#### 4.3 Effects on the contribution (contribution regulation)

4.3.1 Upon request, you must inform us whether and what changes have occurred in the insured risk compared to the previous information. This request can also be made by a note on the premium invoice. The information must be provided within one month of receipt of the request and proof must be provided at our request. In the event of incorrect information to our disadvantage, we may demand a contractual penalty from you in the amount of three times the difference in premium determined. This does not apply if you prove that you are not at fault for the incorrectness of the information.

- 4.3.2 On the basis of your notification of change or other findings, the premium will be adjusted from the time of the change (premium adjustment), but in the case of the discontinuation of insured risks only from the time of receipt of the notification by us.
- 4.3.3 If you fail to notify us in good time, we may demand an additional payment for the period for which the information was to be provided in the amount of the premium already invoiced for this period. If the information is provided subsequently, a premium adjustment will take place. Any premium overpaid by you will only be refunded if the information was provided within two months of receipt of the notification of the increased premium.
- 4.3.4 The above provisions also apply to insurance with advance premium payment for several years.

## 5 Newly added risks (precautionary insurance)

- 5.1 Within the scope of the existing contract, your legal liability from risks that arise after conclusion of the insurance contract is insured immediately.

You are obliged to report any new risk within one month of our request. The request can also be made with the premium invoice. If you fail to notify us in time, the insurance cover for the new risk will cease retroactively from the time it arises.

If the insured event occurs before we have been notified of the new risk, you must prove that the new risk was added after the insurance was taken out and at a time when the notification period had not yet expired.

We are entitled to demand an appropriate premium for the new risk. If an agreement on the amount of the premium is not reached within a period of one month after receipt of the notification, the insurance cover for the new risk shall cease retroactively from the time it arose.

- 5.2 The insurance cover for new risks is limited to the amount specified in the insurance policy for bodily injury, property damage and financial loss from the time they arise until agreement is reached within the meaning of clause 5.1 paragraph 4.
- 5.3 The provision insurance regulation does not apply to
- a) Risks arising from the ownership, possession, holding or driving of a motor vehicle, aircraft or watercraft, insofar as these vehicles are subject to compulsory registration, driving licence or insurance;
  - b) Risks that are subject to the insurance or financial security obligation;
  - c) Risks that will exist for less than one year and are therefore to be insured under short-term insurance contracts;
  - d) Risks from business, professional, official and service activities.

In the case of the acquisition of a new dog, the insurance cover also applies, in deviation from paragraph b), if the dog is subject to compulsory insurance.

## 6 Your duties (obligations), consequences of breaches of duty

### 6.1 Duties before the occurrence of the insured event

- 6.1.1 At our request, you must remedy any particularly dangerous circumstances within a reasonable period of time. This does not apply insofar as the elimination is unreasonable under consideration of the interests of both parties. However, a circumstance that has already led to damage shall be deemed to be particularly dangerous without further ado.

#### 6.1.2 Legal consequences

If you intentionally or grossly negligently breach an obligation that you have to fulfil towards us before the occurrence of the insured event, we may terminate the contract without notice within one month after we have become aware of the breach.

We have no right of cancellation if you prove that you did not breach the obligation either intentionally or through gross negligence.

### 6.2 Duties upon and after the occurrence of an insured event

#### 6.2.1 Notification of the insured event

We must be notified immediately of any insured event, even if no claims for compensation have yet been made.

#### 6.2.2 Mitigation and assistance

You must ensure that the damage is averted and reduced as far as possible. In doing so, you must follow our instructions insofar as this is reasonable for you. In addition, you are obliged to provide us with detailed and truthful damage reports and to support us in the investigation and settlement of the damage. All

circumstances which, in our opinion, are important for the processing of the claim must be reported and all documents requested for this purpose must be sent.

**6.2.3 Disclosure of measures taken against you**

If a liability claim is asserted against you, public prosecution, official or judicial proceedings are initiated, a default summons is issued or a court order is issued against you, you must also notify us of this immediately.

**6.2.4 Duty to object**

You must lodge an objection or the otherwise required legal remedies against a default summons or an order by administrative authorities for compensation in due time. Our instruction is not required for this.

**6.2.5 Leave to conduct the proceedings**

If a liability claim is asserted against you in court, you are obliged to allow us to conduct the proceedings. We will instruct a lawyer on your behalf. You must give the lawyer power of attorney and all necessary information and provide him with the requested documents.

**6.3 Consequences of breaches of duty**

If an obligation under this contract is intentionally breached, we shall be released from the obligation to perform.

If an obligation is breached due to gross negligence, we are entitled to reduce our performance in proportion to the severity of your fault.

However, the insurance cover remains in force if you prove that

- a) the obligation was breached neither intentionally nor through gross negligence or
- b) the intentional or grossly negligent breach of duty was not the cause of either the occurrence or the determination of the insured event or the determination or the scope of the benefit.

The breach of an obligation to provide information or clarification to be fulfilled after the occurrence of the insured event shall remain without consequences if we had omitted to inform you of the legal consequences by means of a separate notification in text form.

**7 Prohibition of assignment**

The indemnity claim may not be assigned or pledged without our consent prior to its final determination. Assignment to the injured third party is permissible



# Special conditions for Getsafe Personal Liability "Premium" (BB-PHV-Premium)

## Personal Liability Risk

### 1 Insured properties, activities (insured risk)

Within the scope of the following provisions, the insurance covers your legal liability from the dangers of daily life as a private person and not from the dangers of a business, profession, service or office.

### 2 Insured persons

When applying, you can choose between the single or the family tariff. If you have opted for the single tariff, only you are insured in accordance with no. 2.1.1 a). In the family tariff, all other co-insured persons named in no. 2.1.1 b) to e) are insured.

#### 2.1 Insured persons

2.1.1 Insured are (depending on the agreement according to the single or family tariff):

- a) You,
- b) Your husband/wife,
- c) Your partner living with you in a consensual union, provided that he/she is
  - does not have his or her own personal liability insurance and
  - is officially registered with you,
- d) the unmarried children (including stepchildren, adopted children or foster children) of the aforementioned persons, provided that at least one of the following conditions applies:
  - they are minors (under 18 years of age),
  - they are in school or subsequent vocational training (apprenticeship and/or study),
  - they do voluntary service during their training or afterwards,
  - they are recognised as being in need of care,
  - they are physically or mentally disabled and live with you or your co-insured spouse in the same household.
- e) the married children or other persons living with you in a domestic community (e.g. grandchildren, parents, parents-in-law, grandparents, siblings), provided they do not have their own personal liability insurance or are not insured via another personal liability insurance and are officially registered with you.

**Special feature:** Children, parents or grandparents of you and the insured spouse or partner are also insured if they live in an old people's or nursing home.

2.1.2 Explanations to 2.1.1

#### **Civil partnership (to No. 2.1.1 b) and c))**

Married within the meaning of these conditions is also someone who lives in a registered civil partnership within the meaning of the Civil Partnership Act (Lebenspartnerschaftsgesetz) or a comparable partnership under the law of other states. The provisions on the co-insurance of the partner living in a consensual union also apply to same-sex partnerships.

#### **Training period (to No. 2.1.1 d))**

Insurance cover is provided until completion of the vocational training. There are no specifications regarding the duration and sequence of the training stages. Insurance cover also exists, for example, if vocational training is completed between the Bachelor's and Master's degree courses or if further courses of study follow after the degree course. Insurance cover is also provided if a part-time job is taken to finance the studies. However, other training periods after completion of the actual training, e.g. traineeship or professional training measures, are not insured. Co-insurance also ends as soon as gainful employment is taken up between the above-mentioned periods.

#### **Voluntary service (to No. 2.1.1 d))**

Voluntary service includes in particular voluntary military service, voluntary social or ecological year, federal voluntary service as well as European, international and developmental voluntary service.

#### **Bridging periods (to No. 2.1.1 d))**

The insurance cover remains in force if the insured child is waiting for a training or study place or the start of voluntary service after leaving school, even if a temporary job is taken up to bridge the gap. In any case, we recognise periods of up to one year as a waiting period.

#### **Unemployment after training (to No. 2.2.1 d))**

Although the insurance cover for children of full age actually ends with the completion of the training or voluntary service, it continues to exist in the case of immediate subsequent unemployment. In this case, the co-insurance ends with the termination of unemployment, at the latest, however, after 12 months.

**Need for care or disability (to No. 2.1.1 d))**

Insurance cover is provided for children who have been determined to be in need of care from care level 2 within the meaning of § 15 of the Social Code XI. In the case of physical or mental disability, insurance cover exists irrespective of the appointment of a guardian in accordance with § 1896 para. 1 of the German Civil Code.

**2.2 Insurance cover for family members after the end of co-insurance**

If the conditions for co-insurance according to no. 2.1 cease to apply because

- your marriage has been legally divorced (no. 2.1.1 b)),
- the domestic community has ended (No. 2.1.1 c) to e)),
- the children no longer living in the domestic community marry or because they have reached the age of majority and are no longer in training or doing voluntary service (No. 2.1.1 d),

then there is subsequent insurance cover until the next premium due date, but at least for 6 months. If no new insurance cover is applied for with us by then, the subsequent insurance will cease to apply retroactively.

**2.3 Regulations in the event of death**

The subsequent insurance cover in accordance with no. 2.2 also applies if you die.

If the premium payment is taken over by your co-insured husband/wife or partner within the period according to no. 2.2, this person becomes the policyholder.

**2.4 Persons included in your household**

As an extension of no. 2.1, persons temporarily (for a maximum of 2 years) integrated into the family (e.g. au pair, exchange students) are insured. This also applies to underage overnight guests in your household (e.g. visiting grandchildren or friends of your children). However, the prerequisite for co-insurance is that no other liability protection can be obtained.

**2.5 Persons working for you**

As an extension of no. 2.1, the insurance also covers the legal liability of the following persons vis-à-vis third parties arising from the aforementioned activity:

- a) Persons employed in your household,
- b) Persons who look after children or persons in need of care in your household on the basis of an employment contract or as a favour, or who look after the flat, house and garden or provide gritting services.
- c) persons who voluntarily assist you or a person co-insured under no. 2.1 in an emergency. Expenses incurred by the helpers as a result of the voluntary assistance provided to the insured persons will also be reimbursed.

Excluded are claims arising from personal injuries that are occupational accidents and occupational diseases in the policyholder's company in accordance with Social Code VII.

**2.6 Mutual claims**

Mutual claims among the co-insured persons and against you are excluded.

However, insurance cover exists from damages of the insured persons among each other as far as the following claims are concerned:

- a) Claims brought by third parties (e.g. transferable recourse claims from insurers, social insurance carriers, social welfare carriers or employers),
- b) direct claims arising from personal injury,
- c) direct claims, if you or a person co-insured according to no. 2.1 are claimed against by a person co-insured according to no. 2.4 or 2.5.

**2.7** All contractual provisions applicable to you shall be applied accordingly to the co-insured persons. This does not apply to the provisions on provident insurance (clause 5 AVB) if the new risk arises only for one co-insured person.

**2.8** Irrespective of whether the conditions for risk limitations or exclusions apply to you or a co-insured person, the insurance cover will cease for both you and the co-insured persons.

**3 Exclusions**

Legal liability is not insured

- a) from the risks of a business, profession, service, office or responsible activity in associations of all kinds - insofar as insurance cover does not exist in accordance with No. 4 (Co-insured activities),
- b) as owner, keeper or driver of a motor vehicle, watercraft or aircraft or motor vehicle trailer due to damage caused by the use of the vehicle - insofar as insurance cover is not provided in accordance with no. 5 (motor vehicles, watercraft and aircraft),
- c) as an animal owner - insofar as insurance cover does not exist according to no. 6 (Animals),

- d) as a house or land owner as well as a builder or contractor of construction work - insofar as insurance cover does not exist according to no. 7 (real estate),
- e) as operator of facilities for the storage of substances harmful to water bodies for direct or indirect consequences of an adverse change in the water quality of a water body including groundwater - insofar as insurance cover is not provided in accordance with No. 8 (Special environmental risks),
- f) due to insured events occurring abroad - insofar as insurance cover does not exist according to no. 9 (foreign damage),
- g) for damages arising from the transmission, provision and exchange of electronic data as a result of the deletion, suppression, rendering unusable, alteration, non-recording or incorrect storage of data or the disruption of third party access to electronic data exchange - insofar as insurance cover does not exist in accordance with no. 10 (transmission of electronic data),
- h) for damage to property rented, leased, hired, borrowed or taken unauthorised possession of by the insured persons - insofar as insurance cover is not provided in accordance with no. 11 (damage to rented property),
- i) due to pecuniary loss caused neither by personal injury nor by damage to property - insofar as insurance cover is not provided in accordance with no. 13 (pecuniary loss),
- j) from the loss (e.g. loss or removal by third parties) of property - insofar as insurance cover does not exist in accordance with no. 11 or no. 12 (damage to rented property, loss of keys),
- k) for damages arising from violations of personality or name rights, hostility, bullying and harassment,
- l) due to claims for the performance of contracts or due to claims insofar as they exceed the scope of the statutory liability of the insured persons on the basis of a contractual agreement or commitment,
- m) for personal injury resulting from the transmission of diseases of the insured persons and for property damage resulting from diseases of animals belonging to or kept or sold by the insured persons, unless the insured persons prove that they acted neither intentionally nor with gross negligence,
- n) from the practice of hunting as well as from the non-private or non-permitted possession of weapons (cutting weapons, thrust weapons and firearms as well as ammunition and projectiles) or from their use for hunting purposes or for criminal acts,
- o) from participation in horse, bicycle and motor vehicle races as well as training sessions organised or prescribed by an organiser in preparation for the race, during which the attainment of maximum speed is practised,
- p) of those insured persons who intentionally cause the damage or place the products on the market or perform work or other services although they are aware of their defectiveness or harmfulness,
- q) for damage caused by asbestos, substances or products containing asbestos,
- r) due to damage caused by subsidence of land or landslides as well as flooding of standing or flowing waters,
- s) for damage directly or indirectly related to high-energy ionising radiation (e.g. radiation from radioactive substances or X-rays),
- t) for damage attributable to genetic engineering operations, genetically modified organisms (GMOs), products containing components from GMOs, produced from GMOs or with the aid of GMOs,
- u) due to claims of the insured persons among themselves (persons/relatives who live with you in a domestic community or who belong to the persons co-insured in the insurance contract) - insofar as insurance cover does not exist according to 2.6 (Mutual claims).

## 4 Co-insured activities

### 4.1 Scope of the insurance cover

The insurance covers the legal liability of the insured persons arising from

- a) participation in a company internship or in practical lessons (e.g. at schools or universities, including damage to equipment - also teaching materials - and buildings) as well as from holiday jobs (applies to holiday jobs carried out during school or semester holidays or during a work and travel stay abroad lasting a maximum of 12 months),
- b) working as a childminder (Tagesmutter/Tagesvater) or babysitter, but not in companies and institutions, (Explanation: The number of children cared for is not limited. However, there is no insurance cover if the activity is carried out in companies and institutions, e.g. in a kindergarten, a day-care centre or a day nursery. Damages resulting from the care of other people's children, in particular due to violations of the duty of supervision, are insured. In addition, we insure - in partial amendment of no. 2.6 - the legal liability of the foreign children in our care due to damage they cause to each other or to third parties, insofar as no other liability protection can be obtained).
- c) self-employed part-time activity in the fields of:
  - messenger services, e.g. delivery of letters, brochures and newspapers or transport of consignments by bicycle (but not when using motor vehicles),
  - Handicrafts, e.g. ironing, sewing (also as an alteration cutter) or embroidery,
  - Arts and crafts in the field of visual arts (but not in construction), performing arts as well as music and literature, e.g. as photographers, painters, musicians, actors, writers or potters (furthermore, contributors to carnival events are also insured),
  - Market and opinion research, e.g. as an interviewer,
  - Beauty care, e.g. as hairdressers, beauticians, nail care (but not medical foot care),

- Word processing, e.g. typing and data entry or translations,
- Animal care, e.g. as an animal keeper,
- giving lessons, e.g. as a music teacher, tutor or course instructor (guides are also insured),
- Trade in goods, e.g. trade in clothing, household articles, cosmetics or jewellery (but not medical articles), also in the context of a collection point for collective orders, as an internet trader, flea market/bazaar seller or as a souvenir trader,
- Other - with the exception of craft, medical/healing and planning/construction management activities,

whereby the waiver of the exclusion according to no. 3 a) shall only apply if the annual turnover does not exceed € 12,000 and no employees are employed,

- d) business and work-related activities due to damage to property belonging to the employer or work colleagues (compensation is limited to a total of € 10,000),
- e) the activity as employer (employer) of persons employed in the private household or other private sphere of life,
- f) voluntary work or unpaid voluntary work on the basis of a social commitment, in particular in the case of collaboration
  - in nursing and elderly care, work with the disabled, church and youth work,
  - in associations, citizens' initiatives, parties and interest groups,
  - during leisure time activities in sports clubs, music groups, scouts or similar organised groups,
- g) the activity as a court-appointed, non-professional guardian or guardian for the person to be cared for. For the duration of the care or guardianship, the legal liability of the person being cared for is also insured in extension of no. 2.4,
- h) the activity as head of the family and household (e.g. from the duty to supervise minors),
- i) from the practice of sports. The insurance also covers the ownership and use of bicycles and other means of locomotion powered by muscle power (e.g. scooters, skateboards, kickboards and stickboards, inline skates, roller skates),
- j) from the permitted private possession and use of cutting, thrusting and firearms as well as ammunition, projectiles and fireworks. Excluded from the insurance cover is use for hunting purposes or for criminal acts.

#### 4.2 Restrictions

Excluded from insurance cover are claims against those insured persons who cause the damage by deliberately deviating from legal or official regulations.

If special liability insurance (e.g. association or public liability) exists for the activity carried out, the insurance cover pursuant to No. 4.1 shall only apply insofar as the special insurance does not provide any or sufficient benefits.

## 5 Motor vehicles, watercraft and aircraft

### 5.1 Motor vehicles not subject to insurance, motor vehicle trailers

5.1.1 Notwithstanding clause 3 b), the insurance covers your legal liability for damage caused by the use exclusively of the following motor vehicles and motor vehicle trailers which are not subject to insurance:

- a) motor vehicles travelling only on non-public ways and places without regard to a maximum design speed;
- b) Motor vehicles with a maximum design speed not exceeding 6 km/h;
- c) Forklift trucks with a maximum design speed of no more than 20 km/h;
- d) self-propelled working machines (e.g. ride-on lawnmowers, snow clearing equipment) with a maximum design speed not exceeding 20 km/h;
- e) Motor vehicle trailers that are not subject to registration or only operate on non-public roads and places
- f) Electric bicycles (e-bikes/pedelecs), motorised children's vehicles, golf carts/buggies, motorised ambulances and electric wheelchairs.

5.1.2 For the aforementioned vehicles:

These vehicles may only be used by an authorised driver. An authorised driver is anyone who may use the vehicle with the knowledge and will of the person authorised to dispose of it. The policyholder is obliged to ensure that the vehicles are not used by unauthorised drivers.

The driver of the vehicle may only use the vehicle on public roads or places with the required driving licence. The policyholder is obliged to ensure that the vehicle is only used by a driver who has the required driving licence.

If you breach one of these obligations, 6.3 AHB (consequences of breach of duty) applies.

### 5.2 Use of aircraft

5.2.1 In deviation from clause 3 b), the insurance covers your legal liability for damage caused by the use exclusively of such aircraft that are not subject to the insurance obligation.



Furthermore, the insurance covers (even if they are subject to compulsory insurance) the keeping, possession and use of

- (a) model aircraft, unmanned balloons, toy kites and sport kites which are not propelled by motors or propellants and whose flying weight does not exceed 25 kg,
- b) remote-controlled model aircraft with motor/propellant (e.g. model aircraft, helicopters, quadcopters, drones) whose flying weight does not exceed 250 g,
- c) kitesport equipment (e.g. kite kites, kite boards, kite buggies, kite skis).

5.2.2 In addition, your legal liability for damage caused by the use of aircraft subject to insurance is insured, insofar as you are not claimed against as their owner, possessor, holder or pilot.

### 5.3 Use of watercraft

5.3.1 In deviation from clause 3 b), the insurance covers your legal liability for damage caused by the use of the following watercraft only:

- a) own and third-party watercraft without sails, engines (including auxiliary or outboard engines) or propellants (e.g. inflatable boats, paddle boats, rowing boats, kayaks, canoes, surfboards);
- b) Sailboats:
  - own sailing boats with a sail area of up to 25 m<sup>2</sup> (also with auxiliary or outboard motors),
  - foreign sailboats (also with auxiliary or outboard motors), unless an official permit is required for driving;
- c) own and other people's windsurfing boards;
- d) Water sports craft with engines (motor boats):
  - own, unless an official permit is required for driving,
  - third parties, as long as no official permit is required for driving and these are only used occasionally (e.g. on holiday, on excursions).

5.3.2 In addition, your legal liability for damage caused by the use of watercraft is insured, insofar as you are not claimed against as their owner, holder, keeper or guide.

### 5.4 Use of model vehicles (land and water)

The insurance covers your legal liability for damage caused by the use of remote-controlled land and water model vehicles.

### 5.5 Loading and unloading damage and manual cleaning/maintenance work on motor vehicles

The insurance covers - in addition to clause 5.1 and in amendment of clause 3 b) - your legal liability as the private owner, holder, keeper or driver of a motor vehicle or trailer for damage that you cause to third parties

- when loading or unloading the motor vehicle or trailer, or
- during manual cleaning and maintenance work on the motor vehicle or trailer.

Damage to the self-used motor vehicle or trailer remains excluded.

The maximum compensation per insured event is € 10,000.

### 5.6 Fuelling damage to third-party borrowed or rented motor vehicles

The insurance covers - in extension to clause 5.1 and in deviation from clause 11.3.2 b) - your legal liability for damage caused to third-party privately borrowed, rented or provided motor vehicles by accidental refuelling with fuels that are not suitable for the vehicle.

There is no insurance cover for vehicles that have been given to an insured person for permanent or regular use.

The maximum compensation per insured event is € 10,000.

### 5.7 Whole risk deductible for damage to borrowed, rented or courtesy motor vehicles

5.7.1 If an insured person culpably causes a fully comprehensive motor vehicle damage during the authorised use of a third-party motor vehicle which he/she has borrowed, rented or made available to him/her for private purposes, we will reimburse - in deviation from No. 3 b) and 11.3.2 b) - the deductible in the fully comprehensive motor vehicle insurance deducted during the settlement by the motor vehicle insurer.

There is no insurance cover for vehicles that have been given to an insured person for permanent or regular use.

5.7.2 The maximum compensation per insured event is € 2,500.

## 6 Animals

### 6.1 Animal husbandry

- 6.1.1 Insured is your legal liability as keeper or custodian of
- tame domestic animals (e.g. cats or birds), tame small animals (e.g. hamsters) and bees,
  - a prescribed assistance dog (e.g. guide dog, disabled assistance dog or signal dog),
  - wild small animals in the household (e.g. spiders, scorpions, creepers, lizards, chameleons, iguanas, geckos, monitor lizards, snakes, Norway rats), provided that the keeping complies with the legal/official regulations.
- 6.1.2 Co-insured is the reimbursement of necessary expenses up to € 10,000 per insured event for measures initiated by the authorities (e.g. fire brigade intervention) to recapture escaped wild small animals co-insured under 6.1.1 c). The prerequisite is that an insured person is obliged to reimburse costs to avert public danger.
- 6.1.3 Excluded from the insurance cover is the legal liability as keeper or custodian of
- dogs (exception: assistance dog according to 6.1.1. b)),
  - horses, other riding and draught animals (e.g. pony, donkey) or livestock (e.g. cattle, sheep, poultry),
  - wild animals (exception: wild small animals) as well as of
  - animals kept for commercial or agricultural purposes.

### 6.2 Animal prevention

The insurance covers your legal liability as a non-professional

- Guardians of other people's dogs,
- Keeper or rider of other people's horses,
- as a driver when using other people's carriages for private purposes,

insofar as insurance cover is not provided by an animal owner's liability insurance.

As a professional animal keeper, insurance cover is provided in accordance with 4.1. c).

Excluded from the insurance cover are liability claims of animal keepers or owners as well as carriage owners due to property damage and financial losses.

## 7 Real estate

### 7.1 House and land ownership

- 7.1.1 The insurance covers the legal liability as owner (e.g. owner or tenant) of the following properties:
- one or more dwellings located in Germany or within Europe (including holiday homes) - in the case of condominium ownership as a separate owner,
  - a single-family house (also a terraced house or a semi-detached house) incl. granny annexe or a co-occupied two-family or multi-family house located in Germany or within Europe,
  - a weekend or holiday home located within the country or within Europe (a caravan permanently and without interruption is also considered a weekend home),

provided they are used by you exclusively for residential purposes, including associated outbuildings, garages, parking spaces, gardens, swimming pools and ponds.

- an allotment garden/shrub garden incl. arbour/garden house located within the country or within Europe,
- an undeveloped property located within the country or within Europe up to a total area of 10,000 sqm,
- up to 5 separate garages, carports or parking spaces located in Germany;

### 7.2 Co-insured risks

The insurance cover for the properties named in No. 7.1 also extends to the statutory liability

- from the breach of duties incumbent on the insured persons (e.g. structural maintenance, lighting, cleaning, gritting and clearing snow on footpaths) - also insofar as the contractually agreed assumption of statutory liability for road safety duties of the contractual partner (e.g. landlord) is concerned,
- from the operation of plants for the generation of electricity and heat through renewable energies (e.g. photovoltaic, wind power, solar thermal or geothermal plant) or through combined heat and power generation (e.g. combined heat and power plant) including the feeding of electricity into the public grid - even if a business registration should be required for this,
- from the operation of heating oil or liquid gas tanks for the supply of the properties and a privately used sewage pit for domestic sewage - due to water damage, however, only to the extent of no. 8.1 - as well as due to damage caused by domestic sewage including backwater of the street sewer,
- from leasing
  - of individual living spaces
  - from the rental of guest rooms with up to 8 beds, e.g. to holiday guests),

- of the condominiums, granny flats and holiday homes up to a total gross annual rental value of € 30,000,
- of the single-family house (No. 7.1.1 b)),
- of the weekend or holiday home or the permanently installed caravan (no. 7.1.1 c)),  
for residential purposes including the associated garages and parking spaces,
- e) from the letting of individual rooms for other - also commercial - purposes (e.g. as storage, office) as well as from the separate letting of garages and parking spaces (No. 7.1.1 f)) - also for commercial purposes,
- f) from the leasing of the allotment garden (no. 7.1.1 d)) and the undeveloped property (no. 7.1.1 e)) - also for agricultural or forestry purposes,
- g) as a former owner under section 836 (2) of the Civil Code, if the insurance existed until the change of ownership,
- h) the insolvency administrator or receiver in that capacity.

### 7.3 Construction work

7.3.1 The insurance covers the legal liability as builder or contractor of construction work up to a construction sum of € 500,000 per construction project, provided that it concerns the new construction of a property covered by the insurance in accordance with no. 7.1 or other construction projects (conversions, repairs, demolition or excavation work) on these properties. The construction sum comprises the final production costs for the entire construction project including hourly wage work, own work as well as the expenditure for building materials and components and their delivery. Land and development costs as well as ancillary construction costs, such as estate agents', architects' and engineers' fees, financing costs and official fees are not included.

If the amount is exceeded, this insurance cover shall cease. The provisions on provident insurance (clause 5 AVB) shall then apply.

7.3.2 Insurance cover is also provided if the construction work is carried out by the insured's own labour or by neighbourhood helpers. In extension of No. 2.4, the insurance covers the legal liability of the persons employed to assist for damage caused to third parties by them in the course of such work. Excluded are liability claims arising from personal injuries that are occupational accidents and occupational diseases in your company in accordance with Social Code VII

7.3.3 In connection with construction work insured under no. 7.3, the insurance cover also extends to damage caused by the use of cranes, winches or other loading and unloading equipment - including when loading and unloading motor vehicles or trailers.

### 7.4 Community facilities

The insurance also covers the legal liability as co-owner of the communal facilities belonging to the properties mentioned under no. 7.1 (e.g. communal accesses to public roads, storage areas for waste bins, laundry drying areas, garage yards, playgrounds).

### 7.5 Condominium owners' association

In the case of condominium owners (no. 7.1.1 a)), claims of the community of condominium owners due to damage to the common property are also insured. However, the obligation to pay benefits does not extend to the co-ownership share in the common property.

### 7.6 Waiver of recourse

In the event of a claim, we waive recourse claims against family members in their capacity as co-owners of the properties mentioned under no. 7.1, insofar as no other liability insurance cover exists.

## 8 Special environmental risks

### 8.1 Water damage

8.1.1 The insurance covers the legal liability for direct or indirect consequences of an adverse change in the water quality of a body of water, including groundwater (water damage).

As operators of facilities for the storage of substances hazardous to water, this applies exclusively to

- a) Containers (e.g. petrol cans) up to 100 litres or kilograms capacity (small containers) per container, provided the total capacity does not exceed 500 l/kg,
- b) heating oil or liquid gas tanks for the supply of the owner-occupied properties in accordance with No. 7.1.1 a) and b),
- c) a privately used septic tank exclusively for domestic waste water without discharge into a body of water.

8.1.2 Expenses which the insured persons may consider necessary in the event of an insured event in order to avert or reduce the damage (rescue costs) shall be borne by us, even if they are unsuccessful. We will reimburse rescue costs in extension of no. 1 of the AHB not only for reasons of private law, but also if the insured persons are obliged to reimburse the costs for reasons of public law. Rescue costs already arise if the occurrence of the damaging event could be considered unavoidable without initiating rescue measures. We will reimburse rescue costs, court costs, lawyers' fees and out-of-court expert costs in accordance with no. 3.3 of the General Terms and Conditions of Insurance even beyond the sum insured.

- 8.1.3 Notwithstanding No. 1 of the General Terms and Conditions of Insurance, own damage to immovable property of the insured persons caused by water pollutants escaping from the installations insured under No. 8.1.1 in an unintended manner is included. This also applies without the threat or occurrence of water damage and in the event of gradual penetration of the substances into the property. We shall reimburse the expenses for restoring the condition as it existed before the occurrence of the damage. Any improvements in value shall be deducted. Damage to the installations mentioned in no. 8.1.1 themselves is excluded.

## 8.2 Remediation of environmental damage

- 8.2.1 As an extension of No. 1 of the General Terms and Conditions of Insurance, the insurance covers obligations or claims under public law relating to the insured persons for the remediation of environmental damage in accordance with the Environmental Damage Act or national transposition laws of other EU member states based on the EU Environmental Liability Directive (2004/35/EC), provided that these obligations or claims do not exceed the scope of the Directive. The insurance also covers obligations or claims due to environmental damage to owned, rented, leased, rented or borrowed real estate, provided that these belong to the real estate insured according to No. 7.1.

Environmental damage within the meaning of the Environmental Damage Act is a

- Damage to protected species and natural habitats,
- Damage to water bodies including groundwater,
- Damage to the soil.

- 8.2.2 Insurance cover shall exist insofar as during the validity of the insurance
- the emissions causing the damage were released into the environment suddenly, accidentally and contrary to regulations, or
  - the other damage was caused suddenly, accidentally and contrary to the intended purpose.

Even in the absence of such causation of damage, insurance cover exists for environmental damage caused by storage, use or other handling of or with third party products exclusively if the environmental damage is due to a design, production or instruction defect of these products. However, there is no insurance cover if the defect could not have been detected according to the state of the art in science and technology at the time the products were placed on the market (development risk).

## 8.3 Restrictions

- 8.3.1 The following are excluded from insurance cover
- a) Obligations or claims against those insured persons who cause the damage by deliberately deviating from laws, ordinances or official orders or decrees directed at the insured persons that serve to protect waters or the environment,
  - b) obligations or claims for damage caused by unavoidable, necessary or accepted effects on the environment.
- 8.3.2 If a special insurance policy (e.g. water damage liability insurance, environmental damage insurance) exists, the insurance cover pursuant to No. 8.1 and No. 8.2 shall only apply insofar as the special insurance policy does not provide any or sufficient benefits.

## 9 Damage abroad

- 9.1 The insurance covers your legal rights due to insured events occurring abroad,
- which are attributable to an insured act in the home country or to an insured risk existing in the home country,
  - who have entered within Europe or
  - in the case of a temporary stay abroad outside Europe (worldwide) of up to 5 years.

The insurance also covers claims against you under Section 110 of the German Social Security Code (Sozialgesetzbuch VII) and the legal liability arising from the temporary use or rental (not ownership) of flats and houses located abroad in accordance with Clause 6.3.1(1) to (3).

- 9.2 If, in the event of an insured event abroad, you are required to post a bond by order of the authorities to secure benefits in respect of your legal liability, we will provide the necessary amount up to EUR 500,000.

The deposit amount will be credited against any compensation payment to be made by us. If the deposit is higher than the compensation to be paid, you are obliged to repay the difference. The same applies if the deposit is retained as a penalty, fine or for the enforcement of uninsured claims for damages or if the deposit is forfeited.

- 9.3 Our services shall be rendered in euros. Insofar as the place of payment is outside the countries belonging to the European Monetary Union, our obligations shall be deemed to have been fulfilled at the time when the euro amount is transferred to a financial institution located in the European Monetary Union.

## 10 Transmission of electronic data

### 10.1 Scope of the insurance cover

The insurance covers the legal liability for damages arising from the transmission, provision and exchange of electronic data (e.g. on the Internet, by e-mail or by means of data carriers) as a result of the

- a) Deletion, suppression, rendering unusable or alteration of data (data alteration) at third parties by computer viruses or other malware,
- b) alteration of data for other reasons, as well as failure to record and incorrect storage of data with third parties, and exclusively because of
  - resulting personal injury and property damage, but not further data changes, as well as
  - the costs of restoring the changed data or recording or correctly storing data that has not been recorded or has been recorded incorrectly,
- c) disruption of third party access to electronic data interchange.

You are obliged to ensure that your data to be exchanged, transmitted or made available is or has been secured or checked by security measures and/or techniques (e.g. virus scanner, firewall) that correspond to the state of the art. These measures can also be taken by third parties.

If you breach these obligations, 6.3 AHB (consequences of breach of duty) applies.

### 10.2 Restrictions

Excluded from insurance cover are claims against those insured persons who cause the damage by deliberately deviating from statutory or official regulations or by other deliberate breaches of duty.

## 11 Damage to rented property (damage to rented property)

Rental property damage is damage to third-party property rented by you or your authorised representatives or agents and all resulting financial losses.

### 11.1 Damage to real estate

11.1.1 The insurance covers the legal liability for damage to rented property in residential rooms, rooms in buildings as well as garages and carports rented by the insured persons for private purposes.

11.1.2 Excluded are damages due to

- a) Damage due to wear and tear and excessive use,
- b) glass damage, insofar as the insured persons can take out special insurance against this,
- c) Damage to heating, machinery, boiler and water heating systems as well as electrical and gas appliances.

### 11.2 Damage to furnishings and equipment in holiday accommodation

11.2.1 The insurance also covers the legal liability arising from damage, destruction and loss of movable furnishings and equipment (e.g. furniture, crockery) in holiday accommodation (e.g. holiday apartment/house, hotel room, ship's cabin).

11.2.2 Excluded are damages due to wear and tear and excessive use.

### 11.3 Damage to, destruction or loss of other movable property

11.3.1 The insurance also covers the legal liability arising from the damage, destruction or loss of third-party movable property that has been temporarily rented, borrowed, leased or rented by the insured persons for private purposes or is the subject of a special safekeeping agreement.

11.3.2 Excluded from insurance cover are claims due to

- a) Damage due to wear and tear and excessive use,
- b) damage to motor vehicles, aircraft and watercraft,
- c) damage to property serving the insured person's profession or trade,
- d) Damage to jewellery and valuables, also the loss of money, deeds and securities,
- e) consequential damage to property.

## 12 Loss of keys

12.1 The insurance covers the legal liability arising from the loss of keys (including master/main keys for a central locking system) which are in the legal custody of the insured persons for private, professional, official or honorary reasons or within the scope of an association activity.

Code cards (keycards) and other types of keys are also considered keys if they have the function of a key. Remote controls (transponders) for locks are equated with keys.

12.2 Only the costs for the following shall be reimbursed

- a) the replacement of the keys/keycards,
- b) a necessary replacement of the locking systems,
- c) temporary emergency measures (emergency lock),

d) the guarding of the building as long as the locking systems cannot be replaced.

12.3 If the insured person's own keys to a central locking system are lost, the share of the loss attributable to the insured person's own home (own loss) shall be deducted.

12.4 Excluded from insurance cover are claims

- a) from the loss of keys given to the employer by customers,
- b) for consequential damage caused by loss (e.g. due to burglary).

## 13 Property damage

### 13.1 Scope of the insurance cover

The insurance covers the legal liability for financial losses. This also applies if these are caused neither by personal injury nor by property damage (pure financial losses).

### 13.2 Restrictions

Excluded from the insurance cover are claims for pure financial losses arising from

- a) investment, credit, insurance, real estate or similar economic transactions,
- b) Non-compliance with deadlines and dates, shortfalls from cash management and payment transactions of all kinds,
- c) breaches of duty related to the activity in management or supervisory bodies,
- d) infringements of industrial property rights and copyrights, deliberate deviation from statutory or official regulations and other deliberate breaches of duty,
- e) from the loss of property, including e.g. money, securities and valuables.

## 14 Bad debt coverage

### 14.1 Object of the bad debt coverage

Insurance cover exists in the event that you or a person co-insured in accordance with no. 2.1 is injured by an insolvent outsider (party causing the damage) during the validity of this insurance. Outsiders are persons who are not co-insured under this contract.

### 14.2 Scope of the bad debt coverage

14.2.1 Within the scope of the bad debt coverage, we apply the provisions of your personal liability insurance in a mirror image. We will provide our services as if the person who caused the damage was our policyholder. However, the person who caused the damage has no rights under this contract.

14.2.2 The following extensions also apply to bad debt coverage:

- a) the exclusion of intent pursuant to No. 3 p) shall not apply,
- b) Insurance cover is also provided in the capacity of private owner of dogs, horses, other riding and draught animals as well as wild animals in extension of No. 6,
- c) Insurance cover is also provided in the capacity of owner, holder or driver of other motor vehicles subject to insurance.

14.2.3 However, we shall not provide compensation for claims

- a) from damages which another insurer (e.g. household contents insurer) or a social welfare institution is obliged to compensate,
- b) which have passed from other injured parties to you or the co-insured person in accordance with no. 2.1,
- c) which are based on the fact that the party causing the damage did not raise or file justified objections or well-founded legal remedies or did not do so in good time,
- d) from damage caused by the person who caused the damage in the course of his professional or commercial activity.

### 14.3 Spatial scope

We provide insurance cover under the bad debt coverage for insured events that occur in the member states of the EU, EFTA or in the European dwarf states.

### 14.4 Performance requirements

14.4.1 The claim must be established by a final judgement or an enforceable settlement before an ordinary court in the area of application according to No. 14.3 or a notarial acknowledgement of debt before a notary of one of these states.

14.4.2 The insolvency of the party causing the damage is proven by the fact that a compulsory enforcement has not led to full satisfaction or a compulsory enforcement appears to be hopeless, e.g. because the party causing the damage has made a statutory declaration in lieu of an oath in the last 3 years or insolvency proceedings have not led to full satisfaction or have been rejected for lack of assets.

14.4.3 The claims against the party causing the damage must be assigned to us in the amount of our benefit. The enforceable copy of the title and all other documents that we require to assess the insured event must be handed over to us. In addition, you or the co-insured person pursuant to no. 2.1 must cooperate in the transfer of the title to us.

## 15 Mallorca cover

**15.1** During journeys in other European countries (member states of the EU, EFTA and the European dwarf states), the insurance covers the legal liability as a driver for damage caused by the authorised use of a foreign vehicle.

- Passenger car,
- Motorbike or
- Motorhome up to 4 tonnes gross vehicle weight,

if it is designed and equipped to transport no more than 9 persons (including the driver). The insurance cover is subject to the condition that no or insufficient cover exists under the motor vehicle liability insurance taken out for the vehicle. The insurance cover also extends to the legal liability arising from the carriage of a caravan, luggage trailer or boat trailer.

**15.2** No insurance cover is provided if the insured person does not have the required driving licence or is unable to drive the vehicle safely as a result of consuming alcoholic beverages or other intoxicating substances.

**15.3** Claims by the vehicle owner or keeper are excluded from the insurance cover, except in the case of personal injury.

**15.4** The insurance cover under this personal liability insurance is only subordinate to an existing motor vehicle liability insurance.

## 16 Performance despite lack of liability

### 16.1 Ineligibility

At your request, damages will also be compensated if there is no liability because the insured person is not responsible due to mental or consciousness disorders (e.g. due to dementia) according to § 827 of the Civil Code or as a child incapable of committing a tort according to § 828 of the Civil Code and there is no breach of the duty of supervision.

We reserve the right of recourse for our expenses against third parties liable for damages (e.g. due to breach of supervisory duty), insofar as these are not insured parties of this contract.

### 16.2 Damage caused by negligence (unpaid assistance to third parties)

If an insured person causes damage in the course of private, unpaid assistance to third parties, we will not invoke a possible tacit waiver of liability (accommodation liability) to the extent you wish.

Contributory negligence on the part of the injured party shall be taken into account in the payment.

### 16.3 New value compensation

At your request, we will compensate the replacement value in the event of damage (economic total loss) to items that were not older than one year after the initial purchase at the time of damage and whose purchase price does not exceed € 3,000. This means that in this case we do not deduct the age-related loss in value (in deviation from the statutory obligation to pay compensation).

It is your responsibility to prove the date of purchase. If the date of purchase cannot be proven, you are only entitled to compensation for the current value.

Excluded is damage to:

- a) mobile means of communication of any kind (e.g. mobile phone, smartwatch),
- b) Computers of any kind, including portable computer systems (e.g. laptop, tablet PC),
- c) Film and photo cameras,
- d) portable music or video playback devices (e.g. MP3 players)
- e) Glasses of any kind.

## 17 Damage due to gradualness

Your legal liability for damage caused by the gradual effects of temperature, gases, vapours, moisture and precipitation (smoke, soot, dust and the like) is insured.

## 18 Premium adjustment clause

### 18.1 Principle

At least once a calendar year, we check whether the premiums for existing contracts can be maintained or whether they need to be increased or reduced (recalculation).

### 18.2 Procedure for recalculation

The recalculation is carried out according to the recognised principles of actuarial mathematics and actuarial technology. Contracts that are expected to have a similar risk experience according to actuarial principles are grouped together. In addition to the previous claims development, we also take into account the probable future claims development in the recalculation.

### 18.3 Adjustment of the premium

If our average claims expenditure (payments and reserves for claims in the financial year including claims settlement costs) has increased or decreased by more than 5% since the last time the premium rate was set, we are entitled to adjust the premium rate. The amended premium may not exceed the tariff premium for newly concluded insurance contracts with the same insurance conditions, tariff features and scope of cover applicable at the time of the amendment.

### 18.4 Effective date of the adjustment

The adjustment of the premium will take effect for the next insurance period. We will notify you of the adjustment at least one month before it is due. In this notification, we will also compare the old and new premium.

## 19 Best performance guarantee

### 19.1 Principle

If, at the time of the occurrence of the loss, an insurer offers a tariff with a higher benefit, we will, in the event of a loss

- a) extend the insurance cover to include the more extensive benefits,
- b) Increase compensation limits (sublimits) accordingly,
- c) Reduce or delete deductibles, unless it is a deductible generally agreed to the contract.

The insurer must be licensed to operate in Germany and the tariff must be offered as private liability insurance accessible to everyone.

### 19.2 Scope

The Best Benefit Guarantee only applies to inclusions or benefit extensions of another insurer for which no additional premium is charged by the latter (extensions subject to premium payment) and which are not insurable with Getsafe in terms of amount or scope (also not against an additional premium).

### 19.3 Exclusions

Generally excluded from the extension of insurance cover are inclusions and/or extensions of benefits

- a) which expand the co-insured group of persons pursuant to No. 2.1,
- b) to damage caused intentionally,
- c) to loss events occurring abroad,
- d) to damage caused in the course of a professional or commercial activity,
- e) to satisfy claims for damages for which there is no legal liability,
- f) which go beyond the statutory liability (e.g. claims from contractual liability agreements),
- g) to own damage,
- h) to liability claims for damage arising from the keeping or use of motor vehicles, aircraft or watercraft subject to insurance,
- i) Damage attributable to asbestos, substances or products containing asbestos,
- j) which are insurable with Getsafe (e.g. as an extension or for an additional premium),
- k) for which the other insurer charges an additional contribution (extensions subject to contributions).

Special regulations within the insurance conditions (AVB, AHB, BB, ZB) take precedence over these exclusions.

### 19.4 Duty to provide evidence

You have to prove the tariff with the more extensive benefits of another insurer at the time of the claim. The insurance conditions serve as proof.

### 19.5 Compensation

Our maximum indemnity under the Best Performance Guarantee is the sum insured agreed for this contract. A credit will be made against the sum insured per insured event.

If a general excess has been agreed for this contract, this will be taken into account when calculating the compensation.

## 20 Possession guarantee (guarantee to previous insurer)

20.1 If, in the event of a claim, it transpires that you would have been better off under the terms and conditions of the personal liability insurance of the previous contract with the previous insurer in terms of the scope of insurance (cover for liability claims), we will settle in accordance with the terms and conditions of insurance of the last contract status of the direct previous contract.

20.2 In this case, you must provide us with the conditions of the previous insurer.



- 20.3** The grandfathering guarantee applies only to the extent that
- insurance cover existed without interruption;
  - the previous insurance was stated when the application was made;
  - the sum insured with us represents the maximum compensation;
  - premium-paying inclusions are disregarded in the preliminary contract.
- 20.4** Furthermore, the grandfathering guarantee does not apply to damage in connection with
- loss events occurring abroad,
  - professional and commercial risks,
  - Intent,
  - contractual liability,
  - liability claims arising from risks subject to the insurance or financial security obligation,
  - Assistance services,
  - Exemption from contributions in the event of unemployment and/or incapacity for work.

## 21 Unemployment exemption from contributions

If you become unemployed during the validity of the contract, the contract will be made non-contributory at your request.

The exemption from contributions begins as soon as you are registered as unemployed with the Employment Agency (Arbeitsamt). However, if we do not receive the relevant proof until more than two months after the start of unemployment, the premium exemption will only apply upon receipt of the proof. During unemployment, we will grant you premium-free insurance cover in the amount of the last agreed sum insured.

The conditions for non-contributory insurance cover are:

- The personal liability contract existed for at least 12 months before unemployment.
- All contributions were paid until the onset of unemployment.
- The employment relationship was open-ended, not terminated and was terminated by the employer for operational reasons.
- The weekly working time was at least 30 hours before the dismissal.
- The employment relationship was subject to German labour law and the obligation to pay contributions to the Federal Labour Office.

The exemption from premium payment ends with the termination of unemployment. We must be informed immediately of the termination of unemployment. The contract expires without special agreement if the premium exemption lasts for more than one year.

## 22 Claims from discrimination under the AGG

- 22.1 Insured is your legal liability as employer of the persons employed in your private household or other private sphere of life due to personal injury, property damage or financial loss (including immaterial damage) resulting from discrimination. Reasons for a disadvantage are
- the race,
  - ethnic origin,
  - the gender,
  - religion,
  - the world view,
  - a disability,
  - age,
  - or sexual identity.

This applies exclusively to claims under German law, in particular the General Equal Treatment Act (AGG). Insofar as these claims are pursued in court, insurance cover exists exclusively if they are asserted before German courts.

Employed persons are also applicants for employment and persons whose employment has ended.

### 22.2 Insured event

An insured event is the first assertion of a liability claim against you during the term of the insurance contract. For the purposes of this contract, a liability claim is asserted when a claim is made against you in writing or a third party notifies you in writing that it has a claim against you.

### 22.3 Temporal delimitation of the insurance cover

#### (1) Disadvantages covered and entitlement survey

The filing of the claim as well as the underlying prejudice must have occurred during the validity of the insurance. If a disadvantage is caused by negligent omission, it shall be deemed in case of doubt to have been committed on the day on which the omitted act should have been performed at the latest in order to avert the occurrence of the damage.

- (2) Reverse insurance for pre-contractual disadvantages  
In addition, there is also insurance cover for disadvantages that were committed within a period of 1 year before the start of the contract. However, this does not apply to such disadvantages that you were aware of when you concluded this insurance contract.
- (3) Subsequent notification period for filing a claim after termination of the contract  
The insurance cover also includes such claims based on disadvantages committed up to the termination of the insurance contract and raised and reported to us within a period of 1 year after termination of the insurance contract.
- (4) Precautionary notification of possible drawdowns  
During the term of the contract, you have the option of notifying us of specific circumstances that make your claim appear sufficiently probable.  
In the event of an actual later claim, which must be made within a period of 1 year at the latest due to a reported circumstance, the claim shall be deemed to have been made at the time the circumstances were reported.

22.4 The following are excluded from the insurance cover

- (1) Insurance claims of all persons insofar as they have caused the damage by knowingly deviating from the law, regulation, resolution, power of attorney or instruction or by otherwise knowingly breaching their duty.
- (2) Claims for compensation and/or damages of a punitive nature; this also includes penalties, fines and administrative or coercive fines imposed on you or the co-insured persons;
- (3) Claims due to
  - Salary,
  - retroactive wage payments, pensions, annuities, retirement pensions, occupational pension schemes,
  - Severance payments in connection with the termination of employment relationships and social plans as well as
  - Claims arising from personal injuries that are occupational accidents and occupational diseases in the policyholder's company in accordance with Social Code VII.

# Supplementary Conditions to the Getsafe Personal Liability extension "Drones" (ZB-Drohnen)

If agreed and stated in the insurance policy or its supplements, insurance cover is provided for the extension "drones" in addition to the AVB, AHB and the Special Conditions.

## 1 Scope of the insurance cover

The insurance covers your legal liability as owner, keeper or pilot for damage caused by the legal and private use of aircraft with engines or propellants subject to insurance (e.g. model aircraft, helicopters, multicopters, drones) for sporting or recreational purposes, up to a take-off mass of 5 kg (including occasional use by third parties in your presence).

## 2 Exclusions

Not insured are:

- a) Damage, costs of criminal proceedings and claims by third parties arising from wilful non-compliance (action or omission) with statutory regulations and ordinances (e.g. Drone Ordinance),
- b) the use of remote-controlled aircraft beyond visual range or direct field of view,
- c) Replacement or repair of own or borrowed aircraft,
- d) commercial use and participation in competitions.

## 3 Your duties

You are required to exercise increased caution and care when handling drones. You must also comply with the rules of the current drone regulations.

## 4 Use by authorised persons

The aircraft may only be used by an authorised person. An authorised person is one who may use the aircraft with the knowledge and will of the authorised person. You are obliged to ensure that the aircraft is not used by an unauthorised person. The user may only use the aircraft in compliance with the other obligations in your presence. You are obliged to ensure that the aircraft is only used in compliance with the other obligations.

## 5 Consequences of breaches of duty

The consequences of a breach of duty are regulated in more detail in the General Liability Conditions (AHB) under No. 6.3.

## 6 Termination of the extension

You have the option to cancel this extension at any time. The termination is effective from the date of receipt by us or at a later date specified by you. We can cancel the extension with three months' notice to the agreed expiry date of the insurance or each subsequent year.

## 7 Termination of the main insurance contract

This insurance cover can only be taken out together with a personal liability insurance. With the termination of the personal liability insurance, the insurance cover in accordance with the supplementary conditions for the extension drones also ceases.

# General Customer Information

## 1 Information about the insurer (risk carrier)

The insurer and therefore your contractual partner is **Getsafe Insurance AG**.

<b>Legal form:</b>	Public limited company
<b>Register Court:</b>	Local Court Mannheim,
<b>Registration number:</b>	HRB 735464
<b>VAT ID No.:</b>	DE 329143439
<b>VersSt number:</b>	801/V/20000082613
<b>Registered office:</b>	Waldhofer Straße 102, 69123 Heidelberg (address for service)
<b>Postal address:</b>	Max-Jarecki-Str. 21   69115 Heidelberg
<b>Executive Board:</b>	Muhyddin Suleiman (Chairman), Dr. Michael Oberste
<b>Supervisory Board:</b>	Gerhard Frieg (Chairman)

## 2 Main business activity of the insurer

Getsafe Insurance AG operates as a property and casualty insurer.

## 3 Information about Getsafe Digital GmbH (concept provider)

Getsafe Digital GmbH has been authorised by the insurer as its insurance agent to receive your notifications and declarations and will ensure that they are processed quickly on your behalf. This means that it is best to contact Getsafe Digital GmbH directly for all matters relating to your insurance cover. Furthermore, Getsafe Digital GmbH is entitled to collect the premium. Payments to Getsafe Digital GmbH have discharging effect towards the insurer, i.e. as if the money had been received directly by the insurer.

<b>Legal form:</b>	GmbH
<b>Register Court:</b>	Local Court Mannheim
<b>Registration number:</b>	HRB 723385
<b>VAT ID No.:</b>	DE 294955956
<b>House and postal address:</b>	Waldhofer Straße 102, 69123 Heidelberg (also address for service of process)
<b>Management:</b>	Christian Wiens, Marius Simon

The main business activity of Getsafe Digital GmbH as a registered insurance agent is the brokerage and administration of insurance products.

In the event of termination of the previous risk carrier, you give Getsafe Digital GmbH the order and the power of attorney to change the carrier of the insurance cover (risk carrier). Getsafe must inform you of this at least 1 month before the effective date of the intended change of risk carrier (e.g. via e-mail, in the Getsafe app). You can revoke this at any time.

## 4 Insurance conditions and tariff provisions

The insurance relationship between you and us is governed by

- the motion,
- the statutory provisions,
- the insurance policy incl. any supplements,
- the agreed insurance conditions,
- the fare conditions
- and any supplementary agreements made with you.

## 5 Essential features of the insurance benefit

The essential features of the insurance benefit can be found in the application, the insurance policy and the underlying contractual provisions. These documents also contain information on the type, scope, due date and fulfilment of the benefit.

## 6 Total price of the insurance / Additional costs

You will find the total premium including the statutory insurance tax in the application and in the insurance policy.

In the event of failed direct debit attempts, you may be charged the costs incurred (e.g. bank fees). Further fees or costs, e.g. for processing the application, will not be charged.

## 7 Payment of contributions

Your contribution is to be paid in advance on the respective due date. This is done either by regular payments (monthly, quarterly, half-yearly, annually) or as a one-off contribution.

You can view the due date, the selected payment method and your payment method in your insurance policy or in the Getsafe app, and you can also change them in the app if you wish.

## 8 Period of validity of the offer

The offer and application documents handed over to you are based on the premiums, insurance benefits, insurance conditions and consumer information valid at the time of handover.

## 9 Conclusion of the contract

In principle, the insurance contract is concluded through your and our contractual declarations (declarations of intent) that are consistent in terms of content, if you do not revoke your contractual declaration within 45 days.

The cancellation period begins upon receipt of the insurance policy and the terms and conditions of the contract.

## 10 Withdrawal policy

### Section 1

#### **(Right of withdrawal, consequences of withdrawal and special instructions)**

#### **Right of withdrawal**

You can revoke your contractual declaration in text form (e.g. via the Getsafe app or by e-mail) within a period of 45 days without giving reasons.

The revocation period begins after you have received

- **the insurance policy,**
- **the contractual provisions,** einschließlich der für das Vertragsverhältnis geltenden Versicherungsbedingungen, diese wiederum einschließlich der Tarifbestimmungen,
- **this instruction,**
- **the information sheet on insurance products**
- **and the other information listed in section 2**

have been received in text form.

Timely dispatch of the revocation is sufficient to comply with the revocation period. The revocation is to be sent to:

Getsafe Digital GmbH,  
Waldhofer Straße 102, 69123 Heidelberg,  
E-Mail: [support@hellogetsafe.com](mailto:support@hellogetsafe.com)  
[www.hellogetsafe.com](http://www.hellogetsafe.com)

#### **Consequences of revocation**

In the event of an effective revocation, the insurance cover will end and we will reimburse you for the part of the premiums attributable to the period after receipt of the revocation if you have agreed that the insurance cover begins before the end of the revocation period. In this case, we may retain the part of the premiums that is attributable to the period up to receipt of the revocation; this is an amount that is calculated as follows, depending on the method of payment of the premium:

- a) if annual payment has been agreed: the number of days from the start of the contract until receipt of the revocation multiplied by 1/360 of the annual premium;
- b) if a half-yearly payment method has been agreed: the number of days from the start of the contract until receipt of the revocation multiplied by 1/180 of the half-yearly premium;
- c) if quarterly payment has been agreed: the number of days from the start of the contract until receipt of the revocation multiplied by 1/90 of the quarterly premium;
- d) if monthly payment has been agreed: the number of days from the start of the contract until receipt of the revocation multiplied by 1/30 of the monthly premium..

The refund of repayable amounts shall be made immediately, at the latest 30 days after receipt of the revocation. If the insurance cover does not commence before the end of the revocation period, the effective revocation shall result in the return of benefits received and the surrender of benefits derived (e.g. interest).

#### **Special notes**

Your right of cancellation expires if the contract has been completely fulfilled by both you and us at your express request before you have exercised your right of cancellation.

**Section 2****(Listing of further information required for the commencement of the time limit)**

With regard to the further information mentioned in section 1 sentence 2, the information obligations are listed in detail below:

**The insurer must provide you with the following information:**

1. the identity of the insurer and of the branch, if any, through which the contract is to be concluded; the commercial register with which the legal entity is registered and the relevant register number must also be provided;
2. the summonable address of the insurer and any other address relevant to the business relationship between the insurer and you; in the case of legal persons, associations of persons or groups of persons, also the name of a person authorised to represent the insurer; if the notification is made by transmitting the contractual provisions including the general terms and conditions of insurance, the information must be in a prominent and clearly designed form;
3. the main business activity of the insurer;
4. the essential features of the insurance benefit, in particular information on the type, scope and due date of the insurer's benefit;
5. the total price of the insurance, including all taxes and other price components, whereby the premiums are to be shown individually if the insurance relationship is to comprise several independent insurance contracts, or, if an exact price cannot be stated, information on the basis of its calculation enabling you to verify the price;
6. where applicable, any additional charges, stating the total amount payable, and any other taxes, charges or costs not paid through or invoiced by the insurer;
7. details concerning payment and fulfilment, in particular the method of payment of premiums;
8. the time limit on the validity of the information provided, for example the validity period of time-limited offers, in particular with regard to price;
9. information on how the contract is concluded, in particular on the commencement of the insurance and the insurance cover and the duration of the period during which the applicant is to be bound by the application;
10. the existence or non-existence of a right of withdrawal as well as the conditions, details of the exercise, in particular the name and address of the person to whom the withdrawal is to be declared, and the legal consequences of the withdrawal, including information on the amount you may have to pay in the event of withdrawal; where the communication is made by means of the transmission of the contractual provisions, including the general terms and conditions of insurance, the information shall be in a prominent and clearly designed form;
11. a) Information on the duration of the contract;  
b) information on the minimum duration of the contract (if any);
12. information on the termination of the contract; where the communication is made by means of the transmission of the terms of the contract, including the general conditions of insurance, the information shall be in a prominent and clear form;
13. the Member States of the European Union whose law the insurer will apply when entering into relations with you prior to the conclusion of the insurance contract;
14. the law applicable to the contract;
15. the languages in which the terms and conditions of the contract and the prior information referred to in this section will be communicated and the languages in which the insurer undertakes, with your consent, to communicate during the term of this contract;
16. possible access for you to an out-of-court complaint and redress procedure and, where applicable, the conditions for such access, expressly stating that this is without prejudice to the possibility for you to take legal action;
17. the name and address of the competent supervisory authority and the possibility of lodging a complaint with this supervisory authority.

**End of the cancellation policy****11 Running time**

The insurance contract runs for one year at a time and is tacitly renewed for one year and further from year to year, unless one of the two contracting parties exercises its right of termination in accordance with the agreed conditions.

## 12 Termination of the contract

You can cancel the contract daily. The easiest way to do this is to use the Getsafe app or send an email to [support@hellogetsafe.com](mailto:support@hellogetsafe.com).

We may terminate the contract at the expiry (end of the contract term). In addition, we have a special right of termination in the following cases, among others:

- in the event of a claim
- in the event of non-payment of the subsequent contribution

Details can be found in the insurance conditions. Legal rights of cancellation remain unaffected.

## 13 Contractual language

The contractual language is German.

## 14 Applicable law, competent court

The law of the Federal Republic of Germany shall apply to the contract and the pre-contractual relations.

The general place of jurisdiction for legal actions against us is Heidelberg. As a natural person, however, you may also bring an action at the court in whose district you have your permanent place of residence at the time the action is brought or, in the absence of such, your usual place of residence.

If you have moved your place of residence or habitual abode outside Germany or if your place of residence or habitual abode is unknown at the time the action is brought, the court of jurisdiction shall be determined by the insurer's registered office, notwithstanding the above provision.

## 15 Complaints bodies / supervisory authority / involvement in disputes

Our primary goal is to always handle all matters to your complete satisfaction. Nevertheless, it may happen that you have reason to complain. In such cases, you can contact the following offices:

### Getsafe Complaint Management

Getsafe Digital GmbH, Waldhofer Straße 102, 69123 Heidelberg, Germany  
E-mail: [beschwerde@hellogetsafe.com](mailto:beschwerde@hellogetsafe.com)  
or - the easiest way - via the Getsafe app.

### Supervisory authority

Federal Financial Supervisory Authority (BaFin)  
Insurance area  
Graurheindorfer Straße 108, 53117 Bonn  
E-mail: [poststelle@bafin.de](mailto:poststelle@bafin.de); Tel.: 0228 4108-0; Fax: 0228 4108-1550.

### Ombudsman

Versicherungsombudsman e. V.  
PO Box 08 06 32, 10006 Berlin  
E-mail: [beschwerde@versicherungsombudsman.de](mailto:beschwerde@versicherungsombudsman.de),  
Tel.: 0800 3696000\*),  
Fax: 0800 3699000\*)

\*Free of charge from German telephone networks.

### Online Dispute Resolution of the European Union

If you have concluded the contract electronically as a consumer (e.g. via a website, an app or by e-mail), you can also use the European Union's Online Dispute Resolution (ODR) platform for your complaint: <http://ec.europa.eu/consumers/odr/>

Your complaint will then be forwarded to the Versicherungsombudsman e.V. via the platform for extrajudicial online dispute resolution.

### Note

We would like to expressly point out that the possibility for you to take legal action remains unaffected by this.

# Notes on the pre-contractual duty of disclosure

Notification pursuant to § 19 para. 5 Insurance Contract Act (VVG) on the consequences of a breach of the statutory duty of disclosure

In order for us to be able to properly check your insurance application, it is necessary that you answer the questions we ask truthfully and completely. You must also state any circumstances to which you attach only minor importance. Please note that you will jeopardise your insurance cover if you provide incorrect or incomplete information. Further details on the consequences of a breach of the duty of disclosure can be found in the information below.

## What are the pre-contractual duties of disclosure?

Until you submit your contract declaration, you are obliged to truthfully and completely disclose all risk-related circumstances known to you about which we have asked in text form. If we ask you about risk-related circumstances in text form after your contractual declaration but before acceptance of the contract, you are also obliged to disclose this information.

## What consequences can arise if a pre-contractual duty of disclosure is breached?

### 1. withdrawal and lapse of insurance cover

If you breach the pre-contractual duty of disclosure, we can withdraw from the contract. This does not apply if you can prove that neither intent nor gross negligence was involved.

In the event of a grossly negligent breach of the duty of disclosure, we have no right of withdrawal if we would have concluded the contract even if we had known of the non-disclosed circumstances, albeit under different conditions. In the event of withdrawal, there is no insurance cover. If we declare withdrawal after the occurrence of the insured event, we shall nevertheless remain obliged to pay benefits if you prove that the circumstance not disclosed or incorrectly disclosed was

- neither for the occurrence nor the determination of the insured event
- nor for the determination or the scope of the obligation to perform

was the cause. However, the obligation to pay benefits does not apply if you have fraudulently breached the duty of disclosure.

In the event of withdrawal, we shall be entitled to the part of the premium corresponding to the contract period which has elapsed by the time the declaration of withdrawal takes effect.

### 2. termination

If we cannot withdraw from the contract because you have only breached the pre-contractual duty of disclosure through simple negligence or without fault, we can terminate the contract subject to a notice period of one month. Our right of termination is excluded if we would have concluded the contract even if we had known about the non-disclosed circumstances, albeit under different conditions.

### 3. amendment of the contract

If we cannot withdraw or terminate because we would have concluded the contract even if we had known about the non-disclosed circumstances, albeit under different conditions, the other conditions become part of the contract at our request. If you have negligently breached the duty of disclosure, the other conditions will become part of the contract retroactively. If you have breached the duty of disclosure through no fault of your own, the other conditions will only become part of the contract from the current insurance period.

If the premium increases by more than 10% as a result of the contract change or if we exclude the risk cover for the non-disclosed circumstance, you can terminate the contract without notice within one month of receipt of the notification of the contract change. We will inform you of this right in the notification.



#### **4. exercise of rights**

We may only assert our rights to withdraw from, terminate or amend the contract in writing within one month. The period begins at the time when we become aware of the breach of the duty of disclosure which gives rise to the right asserted by us. When exercising the rights, we must state the circumstances on which we base our declaration. We may subsequently state further circumstances to substantiate our claim if the period pursuant to sentence 1 has not elapsed for these.

We cannot invoke the rights of withdrawal, termination or amendment of the contract if we were aware of the undisclosed risk circumstance or the incorrectness of the notification. Our rights to withdraw from the contract, to terminate the contract and to amend the contract expire five years after conclusion of the contract. This does not apply to insured events that occurred before the expiry of this period. The period is ten years if you have intentionally or fraudulently breached the duty of disclosure.

#### **5. deputation by another person**

If you are represented by another person when concluding the contract, the knowledge and fraudulent intent of your representative as well as your own knowledge and fraudulent intent shall be taken into account with regard to the duty of disclosure, withdrawal, termination, amendment of the contract and the preclusion period for exercising our rights. You can only plead that the duty of disclosure was not breached intentionally or through gross negligence if neither your representative nor you are guilty of intent or gross negligence.