

Extract from the General Terms and Conditions for Accident Insurance (AUB 88 Updated 2008)

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§1 The insured event

I. The insurer provides insurance cover in respect of accidents, which the insured person suffers during the period of the agreement. The types of compensation payment that may be insured are defined under § 7; it can be read from the application and the insurance certificate what types of compensation have been contractually agreed.

II. The insurance cover extends to accidents anywhere in the world.

III. An accident occurs when the insured person involuntarily suffers personal injury due to the impact of a sudden event (accident) to his/her physical person.

IV. An accident is also deemed to have occurred when, through heightened exertion on the limbs or spinal column

1. a joint is dislocated or
2. muscles, sinews, ligaments or capsules are wrenched or torn.

§2 Exclusions

Insurance cover does not extend to:

I. 1. Accidents caused by psychosis or impaired consciousness, including where these states relate to intoxication, or where caused by strokes, epileptic seizures or other convulsions, that affect the whole body of the insured person. Insurance cover does however exist where these disorders or seizures are caused by an accident covered by this agreement.

2. Accidents suffered by the insured person in the deliberate performance or causing of a criminal act.

3. Accidents caused directly or indirectly by war or civil war events. Insurance cover does however exist if the insured person is travelling abroad and is unexpectedly impacted by the war or civil war events. The insurance cover expires fourteen days after the start of a war or civil war within the territory of the State in which the insured person is located. This expansion of cover does not apply to travel in or through States in which war or civil war is already ongoing. Nor does it apply for the active participation in wars or civil wars, nor for accidents caused by ABC weapons and in connection with war or warlike situation between the States of China, Germany, France, United Kingdom, Japan, Russia or the USA. The insurer will not rely on this exclusion in the event of terrorist attacks carried out outside.

Accidents caused by civil commotion, if the insured person participated on behalf of the agitators.

4. Accidents suffered by the insured person

- a) as the pilot in command (including sports pilot), insofar this requires a permit under German law, as well as another member of a crew in an aircraft;
- b) in relation to a profession performed with the assistance of an aircraft;
- c) the operation of spacecraft.

5. Accidents suffered by the insured person in which he/she as the driver, co-driver or occupant of a vehicle participates in driving events, including

the practice drives associated with these events, in which the object is to drive at high speeds..

6. Accidents that are caused directly or indirectly by nuclear energy.

II. 1. Damage to health caused by radiation.

2. Damage to health caused by medical treatments or surgery performed or undertaken by the insured person himself/herself as well as such treatments or surgery which the insured person has had arranged to be performed or undertaken regarding his/her own physical person. Insurance cover does however exist, if the surgery or medical treatments, including radiodiagnostic and radiotherapeutic procedures, are necessitated by the occurrence of an accident covered by this agreement.

3. Infections

Insurance cover does however exist if the pathogen is admitted to the body by reason of an accident covered by this agreement. The following are not regarded as accident injuries in this respect: skin or mucous membrane injuries which are insignificant in themselves and which allow the pathogen to be immediately or subsequently admitted to the body; this limitation does not apply to rabies and tetanus. With regard to infections caused by medical treatments, No. 2, sentence 2 applies accordingly.

4. Poisoning as the result of taking solid or fluid matter through the pharynx.

III. 1. Abdominal and lower abdominal hernias

Insurance cover does however exist if these are caused by a forcible external impact covered by this agreement.

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IMPORTANT:

The complete General Terms and Conditions for Accident Insurance (AUB 2008) can be viewed at www.schomacker.de. Please contact us for a printed copy.