

## **Summary of the General Terms and Conditions of Group Personal Accident of Allianz**

Please note: The purpose of this translation is to provide an overview of all benefits covered and related terms and conditions respectively. Its contents are not subject to the contractual relations between policyholder / insured person and Allianz. Allianz bears no responsibility for potential variations from the original German documents.

### **Terms and Conditions for your Group Personal Accident Insurance**

You - the policyholder - are our contracting partner.  
It may be agreed, that you or a third party is named as the insured person.  
We - the insurer - provide the benefits contractually agreed.

## **General Terms and Conditions of Group Personal Accident Insurance of Allianz (Allianz GTA 2000 G) U 7100/04**

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## Scope of cover

### 1 What do we cover?

- 1.1 We offer insurance cover in case of accidents suffered by the insured person while the policy is effective.
- 1.2 The insurance covers accidents occurring anywhere in the world.
- 1.3 An accident has occurred, if as a result of an sudden external event affecting his body (accident event) the insured person involuntarily suffers an impairment of health.
- 1.4 It is also regarded as an accident if, by an excessive exertion of the insured's limbs or backbone:
  - a joint is strained or
  - a muscle, tendon, ligament or capsule is pulled or torn.
- 1.5 We refer you to the provisions of section 3 ("What is the impact of illness and ailments on the coverage"), of section 4 ("Which persons cannot be insured") and of section 5 ("What are the cases, insurance coverage is excluded?"). They apply to all types of benefit.

### 2 What types of benefits can be agreed?

The types of benefits that can be agreed are described below or in additional terms and conditions.

The types of benefits you have agreed with us and the sums insured are set out in the policy.

#### 2.1 Disability benefit

##### 2.1.1 Requirements for cover:

- 2.1.1.1 The insured has a permanent impairment (disability) of his physical or mental abilities as a result of the accident.

The disability must have

- occurred within one year from the occurrence of the accident and
- was determined in writing by a physician and you made a claim against us within 15 months from the occurrence of the accident.

- 2.1.1.2 There shall be no claim for the disability benefit, if the insured person dies within one year from the occurrence of the accident as a result of such accident.

##### 2.1.2 Nature and amount of benefit payment:

- 2.1.2.1 We shall pay disability benefit as a capital sum.

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

- 2.1.2.2.1 Only the following degree of disability shall apply in the event of loss or functional incapacity of the following parts of the body and sensory organs there:

arm at the shoulder joint	70%
arm above the elbow joint	65%
am beneath the elbow joint	60%
hand at the wrist joint	55%
thumb	20%
index finger	10%
other finger	5%

leg above mid-thigh	70%
leg up to mid-thigh	60%
leg up to beneath the knee	50%
leg up to mid-calf	45%
foot at the ankle	40%
large toe	5%
other toe	2%
eye	50%
hearing in one ear	30%
sense of smell	10%
sense of taste	5%

A corresponding proportion of the appropriate percentage shall apply in the case of a partial loss or functional impairment.

2.1.2.2.2 For other parts of the body or sensory organs, the degree of disability shall be assessed by the extent to which the insured person's normal physical or mental capacity is impaired. Only medical considerations shall be taken into account in this respect.

2.1.2.2.3 Where parts of the body or sensory organs or their functions had already been permanently impaired before the accident, the degree of disability shall be reduced by the prior disability. This shall be measured in accordance with 2.1.2.2.1 and 2.1.2.2.2.

2.1.2.2.4 Should several parts of the body or sensory organs be impaired by the accident, the degrees of disability determined in accordance with the provisions set forth above shall be added up. Such addition shall however not total more than 100%.

2.1.2.3 Should an accident according to these provisions and the application of section 3 lead to the disability of the insured of at least  
70% before the age of 25 years,  
80% before the age of 50 years,  
90% before the age of 65 years,  
we shall pay double disability benefit.  
The determining factor is the age of the insured on the date of the accident.

2.1.2.4 This additional benefit shall be limited to a maximum of 200,000 EUR for each insured person. Should the insured hold other insurance policies with double disability benefit with Allianz Versicherungs-AG, Bayerische Versicherungsbank AG, Frankfurter Versicherungs-AG and Vereinte Versicherung AG, then the maximum amount shall apply to all the insurance policies combined.

2.1.2.5 In the case, that the insured dies:

- within one year of the accident for reasons not related to the accident or
- for whatever reason more than one year after the occurrence of the accident,

and a claim for disability benefit had arisen, we pay benefits in accordance with the degree of disability, which would have been expected on the basis of medical examinations.

2.2 Pension benefit

2.2.1 Conditions for cover:

2.2.1.1. The insured person has a permanent impairment (disability) of his physical or mental abilities as a result of the accident.

The disability:

- occurred within one year of the accident and
- was determined in writing by a physician and you made a claim against us within 15 months from the occurrence of the accident.

2.2.1.2. The degree of disability at least amounts 50%

- without a prior to the accident existing disability according to 2.1.2.2.3 and
- without a contribution of illness or ailments according to section 3.

2.2.1.3 The degree of the accidental disability shall be determined according to the provisions of section 2.1.2.2.1 to 2.1.2.2.4.

2.2.1.4 There is no claim for the pension benefit, if the insured dies in consequence of the accident within one year from the occurrence of the accident.

2.2.1.5 In case, that the insured dies:

- within one year after the occurrence of the accident for reasons not related to the accident or,
- for whatever reasons more than one year after the occurrence of the accident, and the requirements according to 2.2.1.1 have been fulfilled, benefits shall be paid if the medical findings result in an determination of a disability degree of at least 50%. In regard of the determination of the disability degree we refer you to 2.2.1.2 and 2.2.1.3.

2.2.2 Nature and amount of benefit payment:

We pay the pension benefit in the amount agreed (insured sum) irrespective of the insured person's age.

2.2.3 Begin and period of benefit payment:

2.2.3.1 We pay the pension benefit

- retroactive and starting from the month in which the accident has occurred,
- monthly in advance.

2.2.3.2 We pay the pension benefit until the end of the sixth month following the death of the insured person. The payment of pension benefit shall also cease with the end of the month, in which a new determination in accordance to section 9.4. was completed with the result that the accidental disability degree is lower than 50%.

2.2.4 Profit participation in case of current pension benefit payment

2.2.4.1 Origin of profit participation

We base our calculation on a cautious interest rate in the amount of 4% to be able to ensure a pension benefit payment. The actual capital gains regularly exceed this calculation-interest-rate. In the surpluses, that arise this way, the beneficiaries of the pensions shall participate by the profit participation.

2.2.4.2 Nature of the profit participation

The profit participation shall be made by raising of the current pension claim. The raised pension claim is guaranteed in the particular amount. The raising shall take place at the earliest when the beneficiary has at least drawn pension payments for one year.

2.2.4.3 Amount of the profit participation

We yearly verify if the accomplished profits of the financial year and the capital built up by the reserves for premium refund justify a raising of the pension claims. Our board of directors yearly decides, if and up to what amount the current pension claims shall be raised by following the proposal of the actuary who is in charge. This decision shall be published in the business report. In case of a raising we pay the raised pension from the first of January of the financial year that follows the verification. We will notify you about the raised pension claim.

2.2.4.4 Gains

At least 70% of the interest earnings that account for the pension premium reserves we use – after deducting the portion, that is needed for the already promised pension benefit on the basis of the calculation interest rate - for the profit participation of the beneficiaries of the pension benefit.

We put the interest earnings used for the profit participation of the beneficiaries of the pension benefit into the reserves for premium refund and credit the individual beneficiary of pension benefit for them via raised pension claims. We basically are allowed to use the amounts put into the reserves for premium refund solely for the profit participation of the beneficiaries of the pension benefits.

## 2.3 Improved temporary impairment benefit

### 2.3.1 Conditions for cover:

#### 2.3.1.1 The normal physical or mental capacity of the insured remains impaired, affecting the insured's vocational or non-vocational life without the contribution of illness or ailments

- by 100% (first stage) after three months have elapsed,
- by at least 50% (second stage) after six months have elapsed.

Both terms refer to the actual date of the accident.

#### 2.3.1.2 Such impairments have persisted throughout the specified periods of time without interruption.

#### 2.3.1.3 The temporary impairment benefit for the first stage shall be claimed by you no later than four months after the occurrence of the accident and for the second stage no later than seven months after the occurrence of the accident by submitting a medical certificate to us.

### 2.3.2 Nature and amount of benefit payment

The first stage temporary impairment benefit shall be paid at half the amount of the agreed sum insured and the second stage benefit shall be paid at the total amount of the agreed sum insured. We shall deduct the benefit paid for the first stage.

## 2.4 Daily allowance

### 2.4.1 Conditions for cover:

- As a result of the accident the insured has
- suffered an impairment of the working capacity and
  - is receiving medical treatment.

### 2.4.2 Amount and period of benefit payment:

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

The daily allowance shall be paid for the period of medical treatment, up to a maximum of one year from the date of the accident.

## 2.5 Daily Hospital Allowance

### 2.5.1 Conditions for cover:

The insured requires medical in-patient hospital treatment as a result of the accident.

Stays in health resorts, sanatoriums and convalescent homes shall not qualify as medical in-patient hospital treatment.

2.5.2 Amount and period of benefit payment:

The daily hospital allowance shall be paid at the amount of the agreed sum insured, for each calendar day of in-patient hospital treatment for a maximum of three years from the date of the accident.

2.6 Death benefits

2.6.1 Conditions for cover:

The insured died within one year as a result of the accident. We refer you to the special obligations in accordance with 7.5.

2.6.2 Amount of benefits:

Death benefits shall be paid at the amount of the agreed sum insured.

### **3 What impact have illness or ailments on the coverage?**

As a personal accident insurer, we provide benefits for accidental consequences.

Should illness or ailments have contributed to an accidental impairment of health or consequences thereof, the following shall apply:

- the percentage for the degree of disability in the case of disability,
- the benefits in the case of death and, unless otherwise agreed, in all other cases

shall be reduced by the proportion of the contributing factor of such illness or ailments.

Should the contributing factor be less than 25%, no reduction shall apply.

### **4 Who cannot be insured?**

4.1 Persons requiring permanent long-term care as defined by the national long-term care insurance scheme and mentally ill persons cannot be insured and are not insured, even if premiums are paid.

4.2 The insurance cover shall expire as soon as the insured person can no longer be insured under the terms of section 4.1. The insurance cover shall expire immediately for this insured person.

4.3 We shall refund all premiums paid for persons who cannot be insured starting from the point of time the insurability vanished.

### **5 When is insurance coverage excluded?**

5.1 No insurance cover shall be provided for the following accidents:

5.1.1 Accidents to the insured caused by mental impairment or impairment of consciousness, also if such accidents are the result of drunkenness, as well as accidents caused by strokes, epileptic fits or other convulsions seizing the entire body of the insured.

Insurance cover shall however be provided if such impairments or seizures were fits were caused by an accident event covered by this policy.

5.1.2 Accidents suffered by the insured intentionally committing or attempting to commit a criminal offence.

5.1.3 Accidents, that are caused directly or indirectly by events of war or civil war.

Insurance cover shall however be provided, should the insured be unexpectedly affected by events of war or civil war while travelling abroad. This insurance cover shall expire at the end of the seventh day after the commencement of war or civil war on the territory of the state where the insured is staying.

This extension shall not apply to journeys in or through states on whose territory a war or civil war is already being waged. It shall also not be provided, if the insured has actively participated in the war or civil war, for accidents as a result of atomic, biological and chemical weapons or in connection with a war or war-like situation between the countries of China, Germany, France, United Kingdom, Japan, Russia or USA.

5.1.4 Accidents suffered by the insured

- as the pilot (also aerial sports leader), if he requires a licence for this under German law, and as any other crew member of an aircraft;
- in the pursuit of a professional activity involving the use of an aircraft;
- in the use of spacecraft.



- 5.1.5 Accidents suffered by the insured on account of his participating as the driver, co-driver or passenger of a motor vehicle engaged in an event including trial heats, in which the highest possible speed is sought.
- 5.1.6 Accidents caused either directly or indirectly by nuclear energy.
- 5.2 Following impairments are also excluded:
- 5.2.1 Lesions of intervertebral discs, bleeding from internal organs and cerebral haemorrhage. Insurance cover shall however be provided if an accident event in accordance with 1.3 occurring under this policy is the primary cause for these impairments.
- 5.2.2 Impairment of health caused by radiation.
- 5.2.3 Impairment of health caused by curative treatment or interventions on the body of the insured irrespective of the purpose of such treatments or interventions. Insurance cover shall however be provided if such curative treatment or interventions were required on account of an accident covered by this policy.
- 5.2.4 Infections.
- 5.2.4.1 These are also excluded if they were caused:
- by insect stings or bites or
  - by any other minor injuries to the skin or mucous membrane
- as a result of which infective agents entered the body either immediately or later.
- 5.2.4.2 Insurance cover shall however be provided for:
- rabies, tetanus and for
  - infections in which the infective agents entered the body as a result of injuries from an accident which are not excluded in accordance with 5.2.4.1.
- 5.2.4.3 As regards infections caused by curative treatment or interventions, section 5.2.3, clause 2 shall apply accordingly.
- 5.2.5 Poisoning caused by ingestion through the throat of solid or liquid substances.
- Insurance cover is however provided for children, who at the time of the accident were less than 10 years old. Poisoning caused by food is excluded.
- 5.2.6 Pathological disorders due to psychological reactions, even if these were caused by an accident.
- 5.2.7 Abdominal or lower abdominal hernia.
- Insurance cover is however provided, if such injuries are caused by a violent, external impact covered by this policy.

## 6 What do you have to keep in mind

- if the “Children-Tariff” is agreed
- if you change your profession or job?

- 6.1 Adjustment of the “Children-Tariff”
- 6.1.1 We provide insurance cover at the agreed sums insured up to the expiration date of the insurance year in which the child insured under the “Children Tariff” reaches the age of 18. Thereafter, the rates effective for adults at this point of time shall apply. You do, however, have the following options:
- You pay the previous premium and we reduce the sums insured accordingly.
  - You retain the previous sums insured and we calculate the appropriately increased premium.

- 6.1.2 We shall inform you of your options in good time. If you do not inform us about which choice you have made latest by two months from the commencement of the new insurance year, the policy will continue in accordance with the first option.
- 6.2 Change of professional activity or occupation
- 6.2.1 You must inform us immediately of any change of the insured's professional activity or occupation (this does not include compulsory military service, community service as an alternative to military service or military reserve exercises), as the amount of the sums insured and premium depends substantially on these circumstances.
- 6.2.2 In case that the premium remains, but the calculation after the applicable tariff at the time of the change results in lower sums insured, these sums shall apply from two months after such change. However, should higher sums insured be calculated, these sums shall apply from one month after such change.
- The recalculated sums insured shall apply to both, vocational and extra-vocational accidents.
- 6.2.3 At your request, we shall alternatively continue with the previous sums insured for an increased or reduced premium as soon as we receive your declaration.

## **Benefit situation**

- 7 What are your obligations after an accident has occurred or during the payment of the pension?**  
Without your co-operation and the co-operation of the insured, we cannot provide our benefits.
- 7.1 After an accident presumed to result in a claim for benefits, you or the insured must consult a doctor immediately, follow his instructions and notify us.
- 7.2 You or the insured must fill in the accident report we send to you truthfully and return it to us immediately. Any additional relevant information we request must be provided in the same way.
- 7.3 The insured is obliged to accept medical examinations by any physician being appointed by us. We shall pay the necessary costs including any loss of income caused thereby.
- 7.4 Physicians, who have treated or examined the insured - even if for other reasons - as well as for other insurers, insurance carriers and authorities, shall be authorized by the insured to provide all the information required.
- 7.5 We have to be notified about the accidental death of the insured person within 48 hours, even if the accident itself has already been notified.
- If necessary we shall be authorized to conduct a body autopsy by a doctor appointed by us.
- 7.6 If the insured person dies during the payment of the pension benefit, we shall be immediately notified of the death of the insured person.

## **8 What are the consequences if you violate these obligations?**

Should there be a violation of the obligations to be fulfilled after the occurrence of an accident, you will lose the insurance cover, unless you have violated the obligation neither intentionally, nor grossly negligent.

In the case of a grossly negligent breach of obligations you will keep the insurance cover insofar as such breach has no influence either on the determination of the benefit situation or the assessment of the benefits.

In case of an intentional breach of obligations, you will retain the insurance cover only in those cases that such breach is incapable of having serious effect on our interests or there is no serious fault on your part.

## **9 When are the benefits due for payment?**

9.1 We are obliged to declare within one month - in the case of claims for disability within three months - whether and to what extent we accept a claim. These time limits begin when we receive the following documents:

- evidence of the circumstances and consequences of the accident,
- in the case of a claim for disability, also evidence of the completion of the treatment as far as this is necessary to determine the disability suffered.

We shall reimburse you by following shares in physicians' fees payable by you for the purpose of substantiating your claim:

in the case of disability up to 1‰ of the sum insured,

in the case of pension benefit up to 10% of the pension amount for one month,

in the case of temporary impairment benefit, up to 1% of the sum insured,

in the case of daily allowance and daily hospital allowance, up to a days' allowance each.

9.2 Should we acknowledge the claim or should we agree with you on the grounds and the amount of the claim payable, we shall pay the benefit within two weeks.

9.3 As far as our obligation to pay should only be determined after the grounds of the claim, we shall make an appropriate interim payment at your request.

Prior to completion of curative treatment, disability benefits may be claimed within one year after the occurrence of an accident only up to the amount of an agreed sum payable at death.

9.4 You and we are entitled to reassess the disability degree annually by a physician, at the latest up to three years after the occurrence of the accident. This time limit shall be extended from three to five years in case of children up to the age of 14. This right must be exercised:

- by us together with our declaration on our obligation to provide benefits in accordance with 9.1,
- by you at the latest 3 months before expiry of the time limit.

Should the final assessment of disability result in higher disability benefits than we have paid so far there shall be paid an annual 5% interest on the surplus.

## **Period of insurance**

### **10 When is the inception of the policy and when does it expire?**

#### **When is the insurance coverage suspended in the case of military deployment?**

10.1 Commencement of insurance cover

Insurance cover commences at the date specified in the declaration page of the policy, if you have paid the first or single premium in good time in accordance with 11.2.

10.2 Policy term and expiration of policy

The policy is valid for the term specified in the declaration page of the policy.

If the policy term is at least one year, the policy shall be extended by another year in each case unless we or you have received notice of cancellation at least three months prior to the expiration date of the respective insurance year.

The policy shall be extended until the end of the insurance year in which the insured reaches the age of 75. If we wish to amend the policy at this point of time, we shall inform you hereof in writing at the latest 6 months beforehand; otherwise the policy shall continue unchanged.

In the case that the policy term is less than one year, the policy expires at the date specified in the declaration page of your policy without requiring any notice.

In the case that the policy term is more than five years, the policy can be already cancelled at expiry of the fifth year or at each following year. You or we must receive notice of cancellation tendered at the latest three months prior to the expiration date of the respective insurance year.

### 10.3 Cancellation after a claim

You or we can cancel the contract, if we have paid a benefit or you have filed an action against us for payment of such a benefit.

You or we must have received the notice of cancellation at the latest one month after payment of a benefit or - in the case of a legal action - one month after the abandonment of the action, acknowledgement of the action, settlement or verdict that became final.

If you cancel the policy, your notice will become effective immediately after we have received it. You can however determine that the notice shall become effective at a later date, but at the latest at the end of the current insurance year.

If we cancel the policy our notice will become effective one month after you have received it.

### 10.4 Suspension of insurance cover during deployment

Insurance cover shall be suspended as soon as the insured serves in a military or similar formation that participates in a war or a war-like deployment between the countries of China, Germany, France, the United Kingdom, Japan, Russia or the USA. Insurance cover shall be re-established as soon as we have received your notification of the termination of such service.

## Insurance premiums

### 11 **What do you have to consider when making premium payments? What are the consequences if you do not pay a premium in time?**

#### 11.1 Premium and insurance tax

The premium invoiced includes the insurance tax that you have to pay at the rate stipulated by law.

#### 11.2 Payment and consequences of delayed payment / First or single premium

##### 11.2.1 Due date and payment in good time

The first or single premium shall be due immediately after the policy is taken out, unless otherwise agreed.

The payment shall be deemed to be in good time, if it is made immediately after receipt of the policy and the demand for payment and after expiry of the 14 day cooling-off period quoted in the policy.

Should payment of the annual premium be agreed in instalments, only the first instalment of the first annual premium shall be regarded as the first premium.

##### 11.2.2 Later commencement of the insurance cover

If you do not pay the first or single premium in good time but at a later date, the insurance cover shall only commence from this date.

#### 11.2.3 Rescission

If you do not pay the first or single premium in good time, we may rescind the policy, as long as the premium has not been paid. If we fail to commence legal action for payment of the first or single premium within three months of the policy being taken out, this shall be considered as rescission.

#### 11.3 Payment and consequences of late payment / Subsequent premium

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

Subsequent premiums shall be due on the first of the month of the agreed premium period, unless otherwise agreed.

The payment shall be considered to be in good time, if it is made at the time specified in the declaration page of the policy or in the premium invoice.

##### 11.3.2 Default

If the subsequent premium has not been paid in good time, you are in default without any reminder is required, unless you are not responsible for the delayed payment.

We shall demand payment from you in writing and shall set you a new time limit for payment of at least two weeks. We are entitled to demand compensation for any loss we have incurred as a result of the delay.

##### 11.3.3 No insurance cover

If you are still in default with payment after expiry of this time limit, no insurance cover will be provided from this date until payment is made, if we have informed you about this legal consequence with the demand note for payment pursuant to section 11.3.2, clause 2.

##### 11.3.4 Cancellation

If you are still in default with payment after expiry of this payment period, we may cancel the policy if we have informed you about this legal consequence with the demand note for payment pursuant to section 11.3.2, clause 2.

If we have cancelled the policy and afterwards you pay within one month of the reminded premium, the policy shall continue to be active. There shall, however, be no insurance cover for insured events occurred between receipt of the cancellation note and receipt of the payment.

#### 11.4 Payment in good time in the case of a direct debit authority

If premium deduction from a bank account is agreed, the payment shall be considered to be in good time if the premium can be collected on the due date for payment specified in the declaration page of the policy and you do not veto the justified collection of a payment.

If we were not able to collect the premium from no fault of your own, the payment shall also be in good time, if it is made immediately after receipt of our written demand note for payment. If you are responsible for the fact that the premium couldn't be collected, we shall be entitled to demand that future payments not made by direct debit.

#### 11.5 Partial payment and consequences in the case of late payment

If it has been agreed that the annual premium should be paid by instalments, any outstanding instalments shall become due immediately as soon as you are in default with the payment of one instalment.

Furthermore, we may demand payment of the premium annually in future.

11.6 Premium in the case of premature termination of the policy

Should the policy be terminated prematurely we shall only be entitled to demand that share of the premium which corresponds to the term of the cover that has actually elapsed unless there is another agreement.

## Further provisions

### 12 Legal relationships between the parties participating at the insurance contract

12.1 If the insurance has been taken out for accidents suffered by a third person (third party insurance), you and not the insured shall be entitled to exercise the rights provided under the policy. You shall be responsible together with the insured for the due performance of the obligations.

12.2 Any and all provisions applicable to you shall also be applicable correspondingly to your legal successors and other claimants.

12.3 Insurance claims may not be assigned or pledged without our consent before they become due.

12.4 You have to notify us in writing while you are alive if you want your granting or repealing of a right for benefit to become effective in regard of us.

### 13. What are your obligations to disclose precedent to the inception of the policy?

#### 13.1 Completeness and correctness of declarations in regard of risk-relevant circumstances

You or your authorised representative shall be obliged to notify us truthfully and completely in writing of all known risk-relevant circumstances when the policy is taken out. In particular you and your authorised representative shall answer the questions asked in the proposal form in the same way. Risk-relevant circumstances are circumstances that could have had affected our decision whether to conclude the contract or to conclude the contract with the agreed content. If we have asked about a circumstance explicitly and in writing, this circumstance shall be considered as risk-relevant in case of doubt.

The insured is responsible together with you for the truthful and complete declaration of risk-relevant circumstances and for responding the questions you have been asked.

If the policy is taken out by your authorised representative or by a representative not being empowered to act as a representative and this person knows the risk-relevant circumstance, you shall be treated as though you yourself had knowledge of this circumstance or had fraudulently concealed it.

#### 13.2 Rescission

##### 13.2.1 Conditions and exercise of the right of rescission

Incomplete and incorrect information on the risk-relevant circumstances shall entitle us to rescind the insurance contract. This shall also apply if you did not notify us or incorrectly notified us of a circumstance, because you have maliciously avoided disclosure of the truth.

Rescission may only be declared within one month. This period of time shall commence at the point of time we have become aware of the violation of the obligation to disclose. Rescission has to be declared to you.

##### 13.2.2 Exclusion of the right of rescission

We shall have no right of rescission, if we were aware of the non-disclosure of the risk-relevant circumstances or of the incorrect notification thereof. The same shall apply if you prove that neither

you nor your authorised representative provided us with the incorrect or incomplete information culpably.

If you had to notify us of risk-relevant circumstances by replying our written questions, we can only rescind the contract because of undisclosed information that was not explicitly asked about, if either you or your authorised representative have fraudulently concealed this circumstance.

### 13.2.3 Consequences of rescission

There is no insurance cover in the case of rescission.

If the claim has already occurred, we may not deny to provide you with insurance cover, if you prove that the incomplete or incorrectly notified circumstance did not have any effect either on the occurrence of the claim or on the amount of benefit paid.

In the case of rescission we and you are obliged to refund the received payments; interest shall be paid on any sum from the date of receipt onwards. However, we shall retain the claim on the share of the premium corresponding to the policy period that has expired at the time of rescission.

### 13.3 Amendment of premium or right of cancellation

If we are excluded from rescission, because your duty of disclosure was violated without fault, we are entitled in case, that a higher premium is appropriate for the higher risk, to demand this premium from the beginning of the current insurance period. The same shall apply, if a circumstance relevant for the underwriting of the risk was not reported to us, when the contract was concluded, because it was not known to you.

If the higher risk would not have been accepted with a higher premium in accordance with the rules governing our business operations, we may cancel the insurance contract in compliance with a period of notice of one month after we received knowledge of the violation of the obligation of disclosure. The cancellation will become effective one month after you have received it.

The right to increase the premium or to cancel shall expire, if it is not exercised within one month from the date on, when we received knowledge of the violation of the obligation of disclosure or of the not disclosed circumstance.

### 13.4 Challenge

Our right to challenge the contract because of fraudulent misrepresentation about risk relevant circumstances remains unaffected.

## 14 How can you avoid losing your claims?

14.1 You shall have no insurance cover, if you have not taken legal action in regard of the claimed benefit within six months.

14.2 The period starts with receipt of our denial letter. The legal consequences of the failure to observe the time limit only occur, if we have pointed out the necessity to take legal action in regard of the claimed benefits within the time limit.

## 15 What is the period of limitation for claims arising from the contract?

15.1 The period of limitation for claims arising from the insurance contract is two years. The period begins with the end of the year in which the benefit may be claimed.

15.2 If you have notified us about a claim, the period of time from the notification until receipt of our written decision is not included in the calculation of the time limit.

## 16 Where is the place of jurisdiction?

16.1 For legal actions against us arising from the insurance contract, the legal jurisdiction is determined by where our registered office or our branch office responsible for the insurance contract is situated. If an insurance agent was involved in the conclusion of the contract, the court is also competent, where the insurance agent had his commercial office or - in absence of a commercial office - his residence at the time the contract was brokered or concluded.

16.2 We may take legal actions against you in front of the court that is competent for your place of residence.

**17 What do you have to keep in mind when making notifications to us?  
What applies when you change your address?**

17.1 You must give us all notifications and declarations in writing. They should be sent to our head office or to the office indicated as responsible for this in the policy or in its endorsements.

17.2 If you have not notified us of a change of your address, it is sufficient for a declaration of intent, that has to be given to you, that we send a registered letter to your address last known. The declaration becomes effective on the date, when you would have received it, if it had been regularly forwarded without the change of address.

**18 Which law is applicable?**

German law is applicable to this contract.

**19. How can we adapt terms and conditions and what are the requirements for doing so?**

19.1 In case of:

- changes in existing or commencement of new provisions of law, that have a direct impact on provisions of the insurance contract;
- changes in the adjudication of the supreme court that are affecting the insurance contract;
- judicial determination of the nullity of single terms, that became legally binding;
- objection by the supervisory authority for the insurance industry or the anti-trust authority by legally binding administrative act, that single terms are contradicting to the law in force
- violation by single terms of guidelines or circular letters of the supervisory authority of for the insurance industry or the anti-trust authority

we have the right to change, amend or to substitute the affected terms.

19.2 The adaptation only comes into consideration in regard of terms about the subject and the scope of cover, exclusions, your obligations subsequent to the conclusion of the contract, adaptation of the premium, policy period and cancellation.

19.3 The adaptation only is permitted, if the relation between the service and the service in return, that became the basis for the conclusion of the contract, is not disturbed in a significant degree by the named causes for changes. Furthermore in cases of nullity and of the objection of single terms the adaptation is only permitted, if the legal provisions don't include regulations, that substitute the ineffective or rejected terms.

19.4 In the course of an overall view of the adaptation the relation between the service and the service in return, that became the basis for the conclusion of the contract, must not be changed to your disadvantage by the adaptation (prohibition of aggravation). The adaptation must be conducted pursuant to the rules of an amendatory interpretation of a contract by protecting the mutual interests.

19.5 Our allowance for adaptation exists under the above named requirements in regard of particularly coextensive terms, if the decision of the court or the authority is directed towards the terms of other insurers.



- 19.6 The permissibility and adequacy of the adaptation shall be verified and confirmed by an independent fiduciary. The regulations of the German insurance supervision act referring to the appointment of a fiduciary apply accordingly.
- 19.7 We shall notify you of the adapted terms in writing and we shall explain them to you. The terms shall be treated as approved, if you don't contradict in writing within six weeks after the notification. The notification shall include an explicit reference to your right of contradiction. To act in observance to the time limit it is sufficient that you dispatch your contradiction in time.
- 19.8 In case that your contradiction is in time, the adaptation does not become effective. We are allowed to cancel the insurance contract within four weeks after receipt of your contradiction within a time limit of eight weeks to the end of every month, if the adherence to the contract without the adaptation is unreasonable for us.

### **Special terms and conditions for additional benefits in group personal accident insurance (ST Allianz-GTA 2000 G)**

In addition to section 2 of the Allianz GTA 2000 G we shall provide the additional benefits described below without charging additional premium.

Should the insured hold several personal accident policies with Allianz Versicherungs-AG, Bayerischen Versicherungsbank AG, Frankfurter Versicherungs-AG and Vereinte Versicherung AG, each additional benefit can only be claimed from one of these policies.

The sums insured under the additional benefits do not participate in any increase in benefit and premium agreed for other kinds of benefit.

#### **1. Cosmetic surgery**

1.1 Conditions for cover:

1.1.1 The insured has undergone a cosmetic surgery subsequent to an accident falling within the scope of the insurance cover.

Cosmetic surgery is defined as medical treatment performed after completion of the curative treatment intending to restore an accidental impairment of the appearance of the insured.

1.1.2 The cosmetic surgery shall be conducted within three years subsequent to the accident or in the case of accidents occurred to minors at the latest before they reach the age of 21.

1.1.3 A third party shall not be obliged to pay the benefit or may deny his obligation to pay the benefit.

1.2 Nature and amount of benefit payments

1.2.1 We shall pay compensation in total, up to the amount of the agreed sum assured for verified

- doctor's fees and other costs for surgery,
- necessary costs for food and accommodation in a hospital.

1.2.2 We shall not provide compensation for dental treatment and the cost for dental prostheses.

#### **2 Salvage costs**

2.1 Nature of benefit payments

2.1.1 We shall reimburse you for the expenses arose after an accident falling under the scope of the insurance cover for search and rescue or salvage operations by public or private rescue services, to the extent to which fees are usually charged for such purpose. We shall also reimburse you for these expenses if the accident was immediately imminent or was to be expected in accordance to the concrete circumstances.

- 2.1.2 We shall reimburse you for the expenses for the medically ordered transportation of the injured person to the hospital or special clinic.
- 2.1.3 We shall reimburse you for the additional expenditure in connection with the injured person's return to his or her permanent place of residence, as long as the additional expenses refer to a medical order or were unavoidable in regard of the nature of the injury.
- 2.1.4 In the event of death as a result of an accident, we shall reimburse the costs for the transfer to the last permanent place of residence.
- 2.2 Amount of benefit payments
  - 2.2.1 The amount of the benefit payments shall be limited in total to the amount specified in the policy.
  - 2.2.2 Should another party be liable to pay compensation, we shall only reimburse the outstanding costs.

## **Additional terms and conditions for group personal accident insurance**

Group personal accident insurance can be taken out with or without declaration of the names of the insured persons. The form agreed is set out in the policy.

### **1 Insurance without declaration of the names of the insured persons**

- 1.1 Insurance cover shall be provided for persons who belong to the group named in the policy.
- 1.2 You shall name and register the persons to be insured that way, that no doubts can arise regarding the membership of the injured to the group of insured people.
- 1.3 We shall regularly ask you to declare within one month the number of persons insured in the previous period of time. This declaration must be given on a monthly basis and refer to the maximum number of persons in each month. We don't accept an averaged calculation.  
  
In case that several groups of people should be insured, we require this declaration separately for each group.
- 1.4 We shall calculate the premium to be paid for the previous period on the basis of your declaration and you will receive an invoice from us.
- 1.5 Insurance cover for the individual insured shall expire, if the employment with this person expires or the persons withdraws from the association.

### **2 Insurance for named persons**

- 2.1 Insurance cover shall be provided for the named persons.
- 2.2 You can register not insured persons for insurance cover at any time, if their profession or occupation and the sums insured are the same as those of the persons already insured. Insurance cover as agreed shall be provided for the additional persons from the point of time when we receive your notification.
- 2.3 Persons in other professions or with another occupation or with higher sums insured shall only become insured after you have agreed the sums insured and premium with us.
- 2.4 We shall be entitled to refuse to provide insurance cover for the individual person after conducting a risk assessment. In case of refusal the insurance cover shall expire one month after we issued our statement.

- 2.5 Insurance cover for individual insured persons, who shall resign from the contract, shall expire at the earliest point of time, when we receive your notification.

**3 Policy term  
(Supplement to section 10 Allianz GTA 2000 G)**

- 3.1 We can terminate the insurance cover for an individual insured by sending you a notification in respect of this, if we have paid a benefit to you after an accident or if a lawsuit has been filed against us in respect of a benefit. The notification must be received by you within one month of the benefit or - in the case of legal action - one month after the abandonment of the action, the acknowledgement, the settlement or the verdict became final.  
Insurance cover shall expire one month after receipt of the notification.
- 3.2 The insurance policy shall end if the business expires operation or the association is disbanded. A transfer of the business is not considered as a cessation of business.
- 3.3 We shall be entitled to terminate the insurance relationship with one month's notice, if insolvency proceedings have been instituted in respect of your assets or if the institution of such proceedings has been rejected for want of such assets.