

Non-binding translation of
**Insurance Conditions for Motorsport
Insurance**

(Liability and Accident)

dated 01.01.2017

exclusively for



NOTE: Legally binding are only the German original conditions in the current version.

**This is an excerpt from the WRB200.
It serves only to illustrate
Motorsport Accident Insurance Conditions**



Product information sheet on the insurance conditions for motorsport insurance (liability and accident)

This product information sheet provides a brief overview of W.R. Berkley's motorsport insurance cover. Please note that this information is not exhaustive.

For the full policy terms, please refer to the adjoined conditions. Please read all of the contract documents carefully.

Further important information may be found in the following documents

- Motorsport Insurance Offer
- Motorsport Insurance Application
- General Customer Information
- General Insurance Conditions for Liability Insurance
- General Insurance Conditions for Motor-Vehicle Liability Insurance
- Special Conditions and Clauses for Motorsport Liability Insurance
- Motorsport Accident-Insurance Conditions
- Extract from the German Insurance Contracts Act
- Information Sheet on Data Processing

This insurance contract concerns insurance for motorsport events.

The premium depends on individual risks and the agreed scope of the insurance.

Please consult the offer or application for details of the premium payable, payment deadlines and the payment period.

Where agreed, the requested information (e.g. final report, statement and entry list) must be submitted to us in writing immediately, and no later than two weeks following the event. Failure to submit the required documents on time may result in the addition of a €25 handling fee to the final invoice.

Further details may be found in the section entitled *Start of Insurance Cover/Payment of the Liability Insurance Premium*.

Payment of the initial or single premium is considered on time if it is made immediately after the two-week period following receipt of the insurance policy/premium invoice. Payment of subsequent premiums is considered on time if it is made no later than the payment deadlines specified in the insurance policy.

If you have authorised payment by direct debit, payment is considered on time if we are able to debit the premium on the specified payment date and you do not oppose the direct debit transaction.

Failure to pay an initial, single or subsequent premium on time may result in the loss of insurance cover.

Further details may be found in the section entitled *Start of Insurance Cover/Payment of the Liability Insurance Premium*.

Certain obligations must be fulfilled upon conclusion of the insurance contract, throughout its duration and upon occurrence of the insured event.

Negligent, grossly negligent or wilful breach of duty may entitle us—according to the circumstances—to withdraw from the contract, terminate the contract, curtail or completely withhold benefits, or modify the contractual provisions or premium.

Please ensure that you have carefully identified the risks to which you are exposed and allow us to offer you our advice. When drafting the insurance contract we will ask you, in writing or in text format, about risk situations that we consider important. You must reply to our questions truthfully and fully.

Inform us in writing of any event that could result in a liability claim, without delay and within no more than one week following the occurrence of that event. Describe, in detail, the circumstances which have led to the damage in question.

Do not make any payment to the claimant and, in particular, do not acknowledge culpability without first consulting your insurer.



Immediately oppose any payment order you may receive. Inform us immediately of any action brought against you and send us all legal documents without delay. You must also immediately inform the insurer of any legal claim asserted against you, if legal aid is applied for or if legal action is brought against you. The same applies in the event of an arrest, a preliminary injunction or court proceedings for the preservation of evidence.

Insurance coverage starts upon payment of the insurance premium, though not before the agreed date of commencement. Please also refer to the section entitled *Start of Insurance Cover/Payment of the Liability Insurance Premium*.

Insurance cover ends upon termination of the insurance contract or under any of the other contractual or legal circumstances specified.

Further details may be found in the section entitled *Duration and End of the Contract/Termination of the Liability Insurance contract*.

Should the insured event be cancelled due to weather conditions or for any other reason, you must notify us by email or fax before the planned start of the event.

The premium may be refunded in this case. However, this may incur a fee of €25.

Special conditions of the motorsport liability insurance

The insurance policy covers legal liability of:

- the organiser;
- sports officials, marshals and other persons appointed by the organiser to organise and manage the event, i.e. liability for the responsibility they bear in this capacity;
- crew members;
- participants.

The term "liability" refers to the obligation to pay damages. This obligation arises from specific statutory provisions stipulating that an individual having caused damage to another individual must compensate for this accordingly.

For example, claims may arise in the following instances:

- the event premises are not safe for traffic, resulting in injury to another party;
- a barrier falls onto the motor vehicle of a third party during assembly or disassembly
- a participant runs into a spectator causing injury;
- a participant damages a crash barrier.

It is important that each participant sign a liability waiver.

The purpose of liability insurance is to protect you in the event that a claim for compensation is made against you. This means that the insurer will handle everything that needs to be done in such a case. He determines whether or not you are obliged to pay compensation, and the amount of compensation payable;

- payment of monetary compensation in the event that you are under obligation to pay;
- defence against unjustified claims for damages in the event that you are not under obligation to pay.

If the case ends in a legal dispute, W.R. Berkley, as your liability insurer, will handle the legal proceedings and bear the cost of these (see item 5 of the *General Insurance Conditions for Liability Insurance*).

If the obligation to pay benefits is established, the motorsport insurance company pays damages to the claimant up to the level of cover stipulated in the insurance policy.

Note: If W.R. Berkley refuses to compensate for unjustified claims, it usually means that the insurance company does not wish to pay. Please bear in mind that you (and therefore also your liability insurer) do not have to pay compensation for such claims for damages, because there is no legal obligation to do so.



We therefore recommend that you check with us before making any admission of culpability or payment to the claimant. If, upon examination of the liability claim, it is established that you are not legally obliged to pay damages, we shall not provide any compensation (see item 6.8 of the *General Insurance Conditions for Liability Insurance*).

Note on environmental risks:

All motorsport liability insurance policies include both basic environmental-liability insurance and basic environmental-damage insurance.

The following are not covered by the **motorsport liability insurance**:

- liability claims that do not fall within the scope of legal liability;
- intentional damage (intent);
- penalties and fines (these are not liability claims).

The liability insurance does not cover faulty performance claims, since these are not legal claims for damages.

Special conditions of the motorsport accident insurance

Depending on the agreement, we offer insurance for accidents suffered by the insured person when participating in the insured motorsport event.

Insured persons include:

- participants
- officials/marshals/crew members during the exercise of their duties
- spectators

For participants, the insurance only covers accidents suffered by the insured person when participating in motorsport events at the event venue. The scope of the motorsport event excludes the use of mopeds, gopeds, scooters and other similar vehicles that are not directly used for participation in the motorsport event.

The period of cover starts when the insured person mounts the vehicle immediately prior to the official start of the event or the start of the official training session at the event venue. Cover ends when the insured person alights from the vehicle after the official end of the event or training session. In the event of premature abandonment, cover ends when the insured person alights from the vehicle.

The scope of cover for other insured persons may be found in the *Motorsport Accident-Insurance Conditions*.

An accident is considered to have occurred when one of the above-mentioned insured persons injures himself/herself or is injured by another party. However, illnesses and wear-and-tear manifestations (e.g. back pain due to sitting for long periods, strokes, heart attacks) are not considered accidents. Further details may be found in item 1 of the *Motorsport Accident-Insurance Conditions*.

The accident insurance is a fixed-sum insurance, i.e. we make cash payments. We do not pay for medical treatment, as this should be covered by your health insurance. The benefits that we pay depend on the benefit types agreed upon and stipulated in your offer or application.

By way of example, the most important of these benefit types—disability benefit—is explained below:

If you suffer permanent disability as a result of an accident (e.g. limited mobility, paralysis or amputation) we make a one-off lump-sum payment (disability benefit).

The amount of disability benefit is calculated according to the agreed insured sum and the degree of incapacity.

The disability must

- manifest itself within one year following the accident and



- be confirmed in writing by a doctor and reported to us by yourself within 18 months following the accident.

If the above-mentioned deadlines for providing evidence for disability claims are not observed, you will lose your right to receive any benefits even if the claim would otherwise have been considered valid.

For further details please consult the *Motorsport Accident-Insurance Conditions*.

Furthermore, our **motorsport accident insurance** cannot insure you for every possible eventuality without this resulting in a disproportionately high premium. Specific types of cover have therefore been excluded from the accident insurance.

The risk exclusions are listed in item 3 of the *Motorsport Accident-Insurance Conditions*.

In particular, the following accidents are not covered:

- accidents occurring in the private or professional sphere - i.e. not at a motorsport event;
- accidents caused by a mental disturbance or impaired consciousness;
- accidents directly or indirectly caused by war or civil war events;
- accidents caused by drunkenness;
- head injuries directly resulting from failure to wear a properly secured helmet when riding a motorcycle.

The following are also excluded:

- pathological disorders resulting from psychological reactions, including those caused by an accident.

Benefits may also be curtailed in the event that previous damage or illnesses have contributed to the consequences of the accident.

These lists are not exhaustive. Further details and further grounds for exclusion may be found in the specific conditions.

In the event of an accident, consult a doctor as soon as possible and follow his or her instructions. You must also inform us immediately. Deaths must be reported to us within 48 hours. Failure to meet these obligations may result in total or partial loss of insurance cover.

Participants should also observe the special conditions regarding disability benefits for participants (25% absolute franchise), i.e. participants may only claim disability benefit if their disability rate exceeds 25%.



General customer information

Risk carrier for your insurance cover

W.R. Berkley Europe AG
Niederlassung für Deutschland
Kaiser-Wilhelm-Ring 27-29
50672 Köln

We are a branch of W.R. Berkley Europe AG, Stadle 35a, 9490 Vaduz, Liechtenstein.

Legal company information

Company headquarters: Cologne
Court of registration: Cologne Local Court
Commercial Registry no. 85917
Main authorised agent: Michael Grassée

Principal business activity

W.R. Berkley Europe AG, Germany, administers liability, property, accident, motor and special insurances.

Supervisory authority

Bundesanstalt für Finanzdienstleistungsaufsicht (BaFin)
Bereich Versicherungen
Graurheindorfer Strasse 108
53117 Bonn

Should you have any questions or complaints please contact our customer advisory service.

Tel.: 0221 99386-0
Fax: 0221 99386-181
E-mail: wrbvd_info@wrberkley.com
Website: www.wrberkley.com

Insurance ombudsman

Versicherungsombudsmann e.V.
Postfach 08 06 32
10006 Berlin

Website: www.versicherungsombudsmann.de

Your right to direct legal recourse is unaffected by these institutions.

Information on the insurance benefit and the overall premium

We have already stated the principal characteristics of the insurance benefit such as its type, scope, due date and fulfilment, as well as of the overall premium (total price and included costs) in the Product Information Sheet or in the offer regarding motorsport liability insurance.

Period of validity of offers and other contractual information

The period of validity regarding the information set out for you for the conclusion of an insurance contract is strictly limited. This applies both in the case of non-binding advertising measures such as brochures and adverts as well as to proposals and miscellaneous pricing information.

Where no period of validity is stated in the documentation we remain bound to the information provided for three months. After this we should be pleased to draw up a new proposal for you.

Validity period

Your application binds you for one month to the conclusion of an insurance contract.

Conclusion of contract

An insurance contract is concluded in principle through your and our mutually agreed contractual declarations (statements of intent) unless you retract your contractual declaration within two weeks.

Right of withdrawal

You may revoke your contractual declaration in text format (by e.g. letter, fax or e-mail) within two weeks without giving reasons. The period begins when you receive the insurance policy, contractual stipulations (including our General Insurance Conditions) as well as information regarding the contract (Product Information Sheet and insurance information) along with these instructions. The punctual dispatch of the revocation is sufficient for the observation of the revocation period. The revocation is to be forwarded to W.R. Berkley Insurance (Europe) Limited, Clever Strasse 13-15, 50668 Köln/Cologne.

Consequences of revocation

In the event of an effective revocation your insurance cover ends and we shall repay that part of your premium applicable to the period following receipt of the revocation.

Right of objection

In the event that the insurance policy or supplement deviate from the contract we shall indicate the divergencies in red and/or with a #. The legal consequences associated with the deviation are shown by the explanatory numbers below.

- #1 Insurance cover begins at a different time from that in the application.
- #2 Insurance cover ends at a different time from that in the application.
- #3 This results in a different premium to be paid.
- #4 This results in limited insurance cover.

The deviations are regarded as approved if you do not contradict them in writing or text format (e.g. by e-mail) within one month of receipt of the insurance policy/supplement.

Special notes

We may retain that part of your premium that no longer applies for the period prior to receipt of the revocation if you have consented to insurance cover commencing before the revocation period runs out. If you have not furnished us with such consent or if the insurance cover only comes into effect once the revocation period has ended we shall reimburse you with the whole premium. You will be repaid premiums without delay and no later than 30 days from receipt of the revocation.

Your right of revocation is debarred if, at your express wish, the contract is fulfilled in entirety by both parties before you have exercised your right of revocation. Should you revoke a replacement contract your original insurance contract shall continue to run. The right of revocation shall not apply in the case of contracts running for less than one month.

Duration of contract

The duration of the contract is stated in the Product Information Sheet or application.

Termination of contract

Details of this can be found in the Product Information Sheet and Insurance Conditions.

Language of contract

All information and communications regarding contractual relations are to take place in German. Other agreements can be made in individual cases.



Applicable law

The law of the Federal Republic of Germany is to apply.

Place of jurisdiction

You can assert claims against us as the insurer at the court at your place of residence or usual place of residence, or with the regional court in Cologne (the company's headquarters).

Motorsport Accident Insurance Conditions

You as policyholder are our contractual partner. Insured parties may be yourself or someone else. As the insurer we provide the contractually agreed benefits (see also Point 10).

1 Scope of insurance

Depending on the individual agreement we offer insurance cover for accidents caused to the insured party during the period of validity of the contract.

1.1 Insured parties

1.1.1 Participants

Insurance protection covers only accidents suffered by the insured party in participating in motorsport events at the event venue. Journeys at the event venue involving mopeds, gopeds, scooters or similar vehicles whose use does not actively relate to participation in the actual motorsport event are not included in the scope of the motorsport event.

Within the period of the insurance, insurance cover for the insured parties begins with the mounting of the vehicle immediately prior to the official start of the event or the beginning of the official training session at the event venue. Insurance cover ends with the alighting from the vehicle after the official end of the event or training session. If the event is prematurely abandoned insurance cover ceases with the alighting from the vehicle.

1.1.2 Officials/marshals/crew members

Insurance protection covers accidents suffered by parties while carrying out their duties as officials, marshals or crew members.

1.1.3 Spectators

In the context of these Motorsport Accident Insurance Conditions insurance protection covers accidents occurring to insured spectators during the motorsport event at the event venue described in the application; specifically, only those accidents are compensable that are caused by participants (riders and drivers), marshals and helpers, or by installations of the organiser such as grandstands.

1.1.4 Unless something different is agreed lists relating to 1.1.1 and 1.1.2 with the names and place of birth of drivers/riders, passengers, officials and marshals are to be notified to the insurer/broker before the start of the event.

1.2 Where does insurance protection apply?

Insurance protection covers accidents during the insured motorsport event.

1.3 What is an accident?

An accident is regarded as having occurred if the insured party involuntarily suffers physical injury as a result of a sudden incident (accident) that affects their body externally. The fact that it is involuntary is presumed until something to the contrary is proven.

Physical injuries that the insured party suffers because of his efforts to save people's lives are regarded as involuntary and are thus covered by the insurance.

1.4 What extensions apply beyond this?

1.4.1 Also regarded as an accident is an incident where, as a result of considerable stress on limbs or the spinal column,

- a joint is dislocated or
- muscles, tendons, ligaments or capsules are wrenched or torn.

1.4.2 In the case of physical injury as a result of the effect of discharged gases or steam the term "suddenness" is also inferred if special circumstances of the insured party forced him to suffer these effects for several hours. Occupational and industrial illnesses remain, however, excluded.

1.5 Important note

We would draw your attention to the regulations regarding insurance cover exclusions (Point 3) and restrictions on benefits regarding the effect of illnesses or ailments of the insured parties on the consequences of accidents (Point 4).

2 Types of benefit insured

The types of benefit that you can arrange are described in the following or in supplementary conditions. The types of benefit that you can arrange with us, along with the amount insured, can be found in the contract.

2.1 Disability benefit

2.1.1 Preconditions for the benefit

2.1.1.1 The physical or mental capacity of the insured party is permanently impaired as a result of the accident (disability). Impairment is permanent if it is expected to persist for more than three years and no change to the state can be anticipated.

The disability

- has become manifest within a year of the accident and
- is declared in writing 18 months after the accident by a doctor and asserted by yourself to us.

2.1.1.2 There is no claim to disability benefit if the insured party dies as a result of, and within one year of, the accident.

2.1.2 Type and amount of benefit

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

2.1.2.2 The bases for the calculation of the benefit are the insurance amounts and the degree of accident-related disability.

2.1.2.2.1 In the event of loss or complete lack of function in the following parts of the body and sense organs the following degrees of disability apply exclusively, provided no divergent agreement is reached:

a) in the event of loss or complete lack of function

of an arm	70%
of an arm up to above the elbow joint	70%
of an arm below the elbow joint	70%
of a hand	70%
of a thumb	25%
of an index finger	16%
of another finger	10%
of a leg above the middle of the thigh	70%
of a leg up to the middle of the thigh	65%
of a leg up to below the knee	55%
of a leg up to the middle of the lower leg	50%
of a foot	50%
of a big toe	8%
of another toe	3%

b) in the event of total loss

of vision in one eye	55%
of hearing in one ear	35%
of smell	10%
of taste	5%

c) in the event of total loss

of the voice	40%
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Not insured is the loss of voice or speech whose cause represents accident-related mental trauma in terms of a psychogenic reaction (see also Point 3.2.1).

In the event of partial loss or partial impairment of function the appropriate part of the relevant percentage applies.

2.1.2.2.2 For other parts of the body and sense organs the degree of disability is assessed in accordance with the extent that the normal physical or mental capacity as a whole is influenced. Here only medical viewpoints are to be taken into account.

2.1.2.2.3 Where affected parts of the body or organs of sense or their function were already permanently involved prior to the accident the degree of disability is reduced by the pre-existing disability. This is to be calculated in accordance with Points 2.1.2.2.1 and 2.1.2.2.2.

2.1.2.2.4 Where several parts of the body or organs of sense are affected by the accident the ascertained degrees of disability are calculated together in accordance with the above stipulations. More than 100% are, however, not taken into account.

2.1.3 If the insured party dies

- from a cause unrelated to the accident within one year of the accident, or

- regardless of the cause, later than one year after the accident, and if a claim to disability benefit was submitted we provide benefit according to the degree of disability by which the medical findings last ascertained would have been calculated.

2.2 Benefit in the event of death

2.2.1 Preconditions for the benefit

The insured party dies within one year as a result of the accident. We draw attention to the special obligations in accordance with Point 5.5.

2.2.2 Extent of the benefit

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

2.3 Cost of rescue work in the accident insurance

2.3.1 If the insured party has suffered from an accident falling under the insurance contract, provided no deviating sum has been agreed the insurer shall compensate for the resulting essential fees up to 10,000 EUR for:

2.3.1.1 search, rescue or recovery missions by rescue services organised under public or private law in as far as fees are usually charged for these;

2.3.1.2 transport of the injured insured parties to the nearest hospital or to a special clinic as far as this is medically essential and required.

2.3.1.3 additional expenditure incurred in returning the injured insured party to his permanent place of residence in as far as the additional expenses are incurred as a result of medical directions or are inevitable in view of the type of injury.

2.3.1.4 transfer to the last permanent place of residence in the event of death.

2.3.2 If the insured party is responsible for charges in accordance with Point 2.3.1.1 even though he has not suffered an accident but where an accident is impending or is to be presumed on the basis of concrete circumstances, the insurance is also obliged to pay compensation.

2.3.3 If another party liable to pay compensation appears, the compensation claim against the insurer can only be asserted for the remaining costs. If another party that is liable to pay compensation disputes his obligation to pay benefit the policyholder can rely directly on the insurer.

2.3.4 If the insured party has several accident insurances with W.R. Berkley Insurance (Europe) Limited the co-insured non-contributory rescue costs to the amount of 10,000 EUR can only be requested from one of these contracts.

2.3.5 The maximum amount specified in the insurance policy for compensation of costs does not share in an agreed increase in benefit and premium for other types of benefit.

2.4 Charges for cosmetic operations in the accident insurance

2.4.1 Where no deviant sum has been agreed an amount of 10,000 EUR is insured within the framework of the following conditions.

- 2.4.2 If, as a result of an accident, the body surface of the insured party is damaged or deformed in such a way that the appearance of the insured party is permanently impaired after treatment has been completed, and the insured party decides to have a cosmetic operation to correct the damage, the insurer shall assume the cost of doctors' fees, medication, bandaging and other media decreed by the doctors in connection with the operation and clinical treatment, as well as the costs of accommodation and meals in the clinic up to the amount of the agreed insurance sum.
- 2.4.3 The operation and clinical treatment of the insured party must have been carried out before the end of the third year after the accident. If the insured party has not reached the end of his eighteenth year of life when the accident occurred costs shall be reimbursed even if the operation and clinical treatment have not been carried out within this period but before the end of the insured party's twenty-first year.
- 2.4.4 The costs of dental treatment and prosthesis will be assumed where accident-related loss or partial loss of natural incisors or canines is involved.
- 2.4.5 Not reimbursable are the costs of foodstuffs and drinks, of spa and recuperative trips, nor of health care where the employment of professional nursing staff has not be ordered by a doctor.
- 2.4.6 If another party liable to pay compensation appears, the claim against the insurer for reimbursement can only be asserted for the remaining costs. If another party liable to pay compensation challenges his liability the policyholder can rely directly on the insurer.
- 2.4.7 If the insured party has several accident insurances with W.R. Berkley Insurance (Europe) Limited the co-insured non-contributory rescue costs to the amount of 10,000 EUR can only be requested from one of these contracts.
- 2.4.8 The maximum amount specified in the insurance policy for compensation of costs does not share in an agreed increase in benefit and premium for other types of benefit.

3 Exclusions

- 3.1 There is no insurance cover for the following accidents:
- 3.1.1 Accidents occurring to the insured party as a result of disturbances of the mind or consciousness, as well as strokes, epileptic fits or other convulsion attacks on the whole body of the insured party. Insurance cover is in place if these disturbances or attacks were caused by an accident falling under this contract.
- 3.1.2 Accidents caused by drunkenness.
- 3.1.3 Accidents which befall the insured party while intentionally carrying out or attempting an illegal act.
- 3.1.4 Accidents caused directly or indirectly by war or civil war.
- 3.2 The following additional disturbances are also excluded:
- 3.2.1 Pathological disturbances as a result of mental reactions even where these are caused by an accident.

3.2.2 Damage to health by therapeutic treatment or surgery on the body of the insured party. Insurance cover is, however, in place if the therapeutic measures or surgery were prompted by an accident falling under this contract.

3.2.4 Stomach and abdominal hernias

Insurance cover is, however, in place if the stomach or abdominal hernia was caused by a direct effect on the stomach or lower abdomen following a violent external impact falling under this contract, and this violent effect is substantiated by medical findings.

3.2.5 Head injury as a direct consequence of failure to wear a properly secured helmet while riding a motorbike.

4 Limitation to benefits

4.1 As accident insurer we provide for the consequences of accidents. The proportion of the illness or ailments is reduced where illnesses or ailments have contributed to the damage to health caused by an accident or its consequences

- in the case of a disability, by the percentage of the degree of disability,
- in the event of death and, unless anything else has been agreed, in all other cases corresponding to the benefit.

If the proportion of the contribution is less than 40% the reduction is, however, not applied.

We are to be furnished with evidence regarding the contribution of illnesses or ailments to the damage to health.

4.2 Accumulation risk

If several insured parties are affected by the same loss event and if the insurance benefits from the contract for these parties exceed a total of 5,000,000 EUR this amount applies as the overall maximum insurance sum for all insured parties affected by the same loss event, with the agreed insurance amounts for the individual being reduced by a corresponding ratio.

If one of the insured parties is covered by another accident insurance from W.R. Berkley Insurance (Europe) Limited the maximum compensation for the individual party from all contracts is limited to 1,000,000 EUR.

5 Obligations following the occurrence of an accident

Following an accident please observe first of all the preconditions for the agreed types of benefit in terms of Point 2. In addition we require your collaboration and that of the insured parties in order to be able to provide our benefit (obligations).

5.1 After an accident that may be presumed to involve an obligation to provide indemnification, you or the insured party must call for a doctor immediately, follow his instructions and inform us. In the case of consequences of the accident that seem initially to be insignificant no breach of obligation is involved if the insured party only calls a doctor when the true extent becomes apparent.

5.2 You or the insured party are to truthfully complete the accident report form we sent to you and return it to us without delay; we must similarly be provided with any other factual information that we request.

- 5.3 If we assign doctors the insured party is also to allow these to conduct an examination. We shall bear the necessary costs, including loss of earnings incurred as a result. If the loss of income in the case of self-employed persons is not positively proven a fixed sum will be reimbursed amounting to 1/5 ‰ of the insured disability amount, though not exceeding 200 EUR.
- 5.4 The doctors that – also for other reasons – have treated or examined the insured party, along with other insurers, underwriters and officials, are to be empowered to provide all information necessary.
- 5.5 If the accident results in death we are to be informed of this within 48 hours, even if we have already been notified of the accident. The period of notification begins when the policyholder, his successors or the beneficiaries have learnt of the death of the insured party and the possible cause of the accident.

We have the right to require that an autopsy is carried out by a doctor assigned by us if necessary.

- 5.6 The insured party, as well as the policyholder in accordance with § 79 of the German Insurance Contract Act, is responsible for the fulfilment of obligations, especially of those obligations that might arise in his person alone (also as regards Point 10).

6 The consequences of a breach of obligations

If an obligation (point 5) is intentionally infringed after the occurrence of the accident you shall lose your insurance cover.

In the event of a grossly negligent breach of an obligation we are entitled to curtail our benefit in relation to the severity of your culpability. If you are able to prove that you have not infringed the obligation with gross negligence the insurance cover shall remain in place.

Insurance cover also remains in place if you can prove that the breach of the obligation was the cause neither for the occurrence or the ascertainment of the insured event nor for the ascertainment or extent of the benefit. This does not apply if you have intentionally breached the obligation.

If, in order to establish disability claims in accordance with Point 2.1.1.1, the specified deadlines are not complied with, your claim to benefits lapses without regard to your culpability in terms of Paragraph 1. These deadlines are as follows:

- the occurrence of a permanent impairment of physical or mental capacity within one year of the accident, and
- a written declaration of disability by a doctor within 18 months of the accident

or, in order to reassess the degree of disability in accordance with Point 7.5,

- ascertainment of the new degree of disability within three years of the accident,
- submission of a claim no later than three months before the deadline is reached.

If notification or the fulfilment of a contractual obligation are inadvertently withheld this shall not influence our obligation to provide indemnification if you or the insured party can prove that an error was involved and you make good the notification immediately this has been realised, or have fulfilled the obligation without delay or the insured party has done this.

7 Due date for the benefits

- 7.1 We are bound, within one month – in the case of a disability claim within three months –, to declare in text format whether and to what extent we recognise a claim.

The deadlines begin once the following documents have been received:

- Evidence of the course of the accident and its consequences;
- In the case of a disability claim also evidence of the completion of medical treatment in as far as this is necessary to establish the disability.

We shall assume the medical fees arising for the justification of the benefit claim. We do not assume other costs.

- 7.2 Where we recognise the claim, or where we have agreed the grounds and amount with you, we shall provide the benefit within two weeks.

- 7.3 If the obligation to provide indemnification is established only on its merits we shall make – if you so require – appropriate advance payments.

The advances are taken into account in the final benefit due.

- 7.4 In the case of serious accident-related injuries we shall pay you, before conclusion of the medical treatment, an immediate advance of at least 20% of the amount calculated on the basis of the anticipated permanent impairment of physical or mental capacity (disability) resulting from the accident. If, however, the insured party is in acute danger of losing his life due to the accident the immediate advance is limited to the agreed insured amount payable in the event of death.

Where a case involving a degree of disability that is expected to be at least 40% this is always to be categorised as a serious accident-related injury.

Disability resulting from the accident must be proven by you by submitting a doctor's certificate.

The immediate advance paid by us in the case of serious accident-related injuries shall be taken into account in the payment of the final disability benefit.

- 7.5 You and we are entitled to have the degree of disability reassessed each year. You have the right to this for no longer than three years following the accident, while this right applies to ourselves for only two years. In the case of children up to the end of their fourteenth year of life the deadline for you and us is five years. This right must be exercised

- by us through the submission of a declaration regarding our obligation to provide indemnification in accordance with Point 7.1,
- by yourself, before this deadline is reached.

If this results in the final assessment of a higher disability benefit than we have already provided, 5% interest on the excess premium is to be paid.

8 Beginning and end of insurance cover

8.1 Beginning of insurance cover

Insurance cover begins at the point in time stated in the insurance policy if you make the first or one-off payment punctually in accordance with Point 9.2.

8.2 Duration and end of the contract

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

Where the duration of the contract is at least one year the contract is extended by one year in each case unless you or we receive a cancellation one month before the end of the insurance year in question.

8.3 Cancellation following an insured event

You or we can end the contract by a cancellation in writing if we have provided a benefit or if you have made a claim against us regarding a benefit.

Cancellation must be received in writing by you or us no later than one month after the benefit is paid or – in the case of a legal dispute – after withdrawal of the claim, recognisance, mutual agreement or the legal effect of the judgement.

If you cancel, your cancellation shall come into immediate effect as soon as it is received by us. You may, however, stipulate that the cancellation should come into effect at a later point in time, though no later than the end of the current insurance year.

Cancellation by ourselves shall come into effect within one month of your receiving it.

If the contract is cancelled we only have a claim to that part of the premium corresponding to the expired period of the contract.

9 Insurance premium, due date and arrears

9.1 Premium and insurance tax

The premium stated in the invoice contains insurance tax to be paid by you to the amount set down in law.

9.2 Payment and consequences of delayed payment / first or one-off premium

9.2.1 Settlement date and punctuality of payment

The first or one-off premium shall – if no other arrangement has been agreed – become due immediately after two weeks of receipt of the premium invoice.

If it has been agreed that the annual premium is to be paid in installments only the first installment of the first annual premium is regarded as the first premium.

9.2.2 Delayed start of insurance cover

If you do not pay the first or one-off premium in time but at a later point in time insurance cover only starts from this time provided you inform us separately in text format or if attention

has been drawn to the legal consequences by a clear note in the insurance policy. This does not apply if you are not responsible for the failure to pay.

9.2.3 Withdrawal

If you fail to pay the first or one-off premium in time we can withdraw from the contract until the premium is paid. We may not withdraw if you are not responsible for non-payment.

9.3 Payment and the consequences of delayed payment/subsequent premium

9.3.1 Settlement date and punctuality of payment

The subsequent premiums become due on the agreed date in each case unless an alternative agreement has been reached.

9.3.2 Arrears

If the subsequent premium is not paid on time you fall behind without a reminder being issued unless you are not responsible for the delayed payment.

We shall request payment from you in text format at your cost and set you a payment deadline of at least two weeks. This setting of a deadline is only effective if we numeralise in it in detail the amounts of the premium in arrears as well as the interest and charges, and state the legal consequences linked to the passing of the deadline in accordance with Points 9.3.3 and 9.3.4.

We are entitled to require compensation for damage incurred by us as a result of the delay in payment.

9.3.3 No insurance cover

Should you still be in arrears once this payment deadline has passed no insurance cover shall be in place from this point in time until payment is made, provided your attention has been drawn to the request for payment made in accordance with Point 9.3.2, Paragraph 2.

9.3.4 Cancellation

Should you still be in arrears once this payment deadline has passed we can cancel the contract without observing a period of notice, provided your attention has been drawn to the request for payment made in accordance with Point 9.3.2, Paragraph 2.

If we have cancelled and you then make the requested payment within one month the contract continues. However, no insurance is in place for insured events that occur between receipt of the cancellation and payment.

9.4 Punctuality of payment in the case of direct debit authorisation

If collection of the premium from an account has been agreed payment is regarded as having been made on time if the premium can be collected on the due date stated in the insurance policy and you do not countermand authorised collection.

If the premium due cannot be collected by us through no fault of your own payment is also regarded as having been made on time if you follow up our request for payment immediately it is received in text format.

If the due premium cannot be collected because you have cancelled direct debit authorisation, or if you are responsible for preventing collection of the premium for other reasons, we are entitled to request that future payments should be made by alternative means.

You are only obliged to transfer the premium if you have been requested by us to do so in text format.

9.5 Payment in instalments and the consequences of late payment

If it has been agreed that the annual premium should be paid in installments the still-outstanding installments are immediately due if you are in arrears with the payment of an installment.

We can, moreover, require annual payment of the premium in future.

9.6 Premium in the event of premature ending of contract

Where the contract ends prematurely we have, unless something else has been agreed, only a claim to that part of the premium corresponding to the period in which insurance cover has been in place.

10 Legal relations concerning parties to the contract

10.1 Third-party insurance

10.1.1 If insurance has been concluded against accidents which affect another person (third-party insurance) only the insured party is entitled to exercise rights from the contract. You are responsible for satisfying obligations in addition to the insured party.

10.2 All stipulations applying to you are to be correspondingly applied to your legal successor and other claimants.

10.3 Insurance claims may neither be transferred nor pledged before the due date without our consent.

10.4 We draw your attention to Point 5.6 regarding the fulfilment of obligations.

11 Precontractual obligation to notify

11.1 Completeness and accuracy of information on risk-related circumstances

Before submitting your contractual declaration you are to notify us in text format of all facts that are material to risk which we have asked about in text format and which are significant to our decision as to whether the contract may be concluded with the agreed content. You are also bound to notify us where we ask questions in text format after your contractual

declaration but before we accept the contract in accordance with Clause 1. Risk-relevant circumstances are those that might have an influence on our decision as to whether to conclude the contract at all or whether to conclude it with the agreed content. A circumstance about which we have expressly asked in writing is regarded as risk-relevant where any doubt exists.

The insured party, along with yourself, is responsible for true and complete communication of the risk-relevant circumstances and for answering the questions put to them.

If the contract is concluded by your representative or a representative without power of authority, and if he knows of this risk-relevant circumstance, you are deemed to have acted in such a way as if you had known of this yourself or had wilfully kept silent regarding it.

11.2 Withdrawal

11.2.1 Preconditions and exercise of withdrawal

Incomplete and incorrect information regarding the risk-relevant circumstances entitles us to withdraw from the insurance contract.

This applies only if we have drawn your attention to the consequences of a breach of the obligation to notify by a separate communication in text format.

We must assert our right of withdrawal in writing within one month. In this we are to state the circumstances on which we have based our declaration. Within the monthly period we can also state retrospectively any further circumstances for the rationale behind our declaration. The time limit begins at the point in time when we learn of the breach of the obligation to notify which explains our right of withdrawal.

Withdrawal is effected by a declaration made to you.

11.2.2 Exclusion to the right of withdrawal

We may not invoke our right of withdrawal if we knew of the undisclosed risk circumstance or the inaccuracy of the notification.

We have no right of withdrawal if you can prove that you or your representative gave the inaccurate or incomplete information neither intentionally nor with gross negligence.

Our right of withdrawal due to grossly negligent breach of the obligation to notify does not apply if you can prove that we would have concluded the contract had we known of the unnotified circumstances, even if to different conditions.

11.2.3 Consequences of withdrawal

In the event of withdrawal no insurance cover is in place.

If we withdraw after the occurrence of the insured event we may not refuse insurance cover if we can prove that the incompletely or incorrectly notified circumstance was the cause neither for the occurrence of the insured event nor for the ascertainment or scope of the benefit. In this case, too, there is no insurance cover if you have wilfully breached the obligation to notify.

We are entitled to that part of the premium corresponding to the completed contractual period prior to the time the declaration of withdrawal came into force.

11.3 Cancellation of, or retrospective modification to, the contract

If our right of withdrawal is excluded because your infringement of an obligation to notify is neither intentional nor due to gross negligence we may cancel the insurance contract in writing in observance of a notice period of one month.

This only applies if we have drawn your attention to the consequences of a breach of the obligation to notify in a separate communication in text format.

In doing so we are to state the circumstances on which we base our declaration. Within the month's period of notice we may also retrospectively submit additional circumstances explaining the rationale behind our declaration. The period of notice starts at the point in time when we learnt of the breach of your obligation to notify.

We may not invoke our right to cancel due to a breach of the obligation to notify if we knew of the undisclosed risk circumstance or the inaccuracy of the notification.

The right to cancel is also excluded if you can prove that we would have concluded the contract had we known of the undisclosed circumstances, even if to different conditions.

If we can neither withdraw nor cancel because we would have concluded the contract anyway, even knowing of the undisclosed circumstances, although to different conditions, the other conditions become retrospectively part of the contract upon our request. If you are not responsible for the breach of obligation the other conditions become part of the contract from the current insurance period.

This only applies if we have informed you by a separate communication in text format of the consequences of an infringement of the obligation to notify.

We must assert the modification to the contract within one month and in writing. In doing so we are to state the circumstances on which we base our declaration. Within the one-month period of notice we may also retrospectively submit additional circumstances explaining the rationale behind our declaration. The period of notice starts at the point in time when we became aware of the breach of your obligation to notify which entitled us to modify the contract.

We may not invoke our right to a modification to the contract if we knew of the undisclosed risk circumstance or the inaccuracy of the notification.

If within the framework of a modification to the contract we increase the premium by more than 10% or exclude risk cover in respect of an undisclosed circumstance, you may cancel the contract in writing without notice within one month of receipt of our communication.

11.4 Rescission

Our right to challenge the contract due to wilful deceit regarding the risk-related circumstances remains unaffected. In the event of rescission we shall be entitled to that proportion of the premium which corresponds to the completed contractual period prior to the time the declaration of rescission came into force.

12 Limitation period

- 12.1 Claims relating to the insurance contract become time-barred in three years. The period of time begins at the end of the year in which the claim was made and you learn of the circumstances substantiating your claim / we learn of the circumstances substantiating our claim, or should have learnt without gross negligence (§ 195, 199 of the German Civil Code [BGB]). Regardless of the knowledge or grossly negligent lack of knowledge, claims become time-barred in any case in ten years from their appearance.
- 12.2 If you have notified us of a claim from the insurance contract the time-bar is blocked up to the point in time when you receive our decision in text format.

13 Applicable law / Court of jurisdiction

- 13.1 The law of the Federal Republic of Germany applies to the insurance relationship.
- 13.2 For claims against us regarding the insurance contract the court responsible is that accountable for the place where our headquarters are located. Also locally responsible is the court in whose district you reside at the time the claim is asserted or, if this is inapplicable, at the place where you usually reside.
- 13.3 We can assert claims against you from the insurance contract with the court accountable for the location of our headquarters or, failing that, the place where you usually reside.

14 Miscellaneous communication obligations

- 14.1 You are to submit all notifications and explanations intended for us in text format. They should be sent to our headquarters in Cologne.
- 14.2 If you have not informed us of a change to your address, the dispatch of a registered letter to the last address known to us is a sufficient declaration of intent (which has to be submitted to you). The declaration is regarded as having been received three days after the letter is sent.
- 14.3 If you have concluded the contract for your commercial operation and this operation is relocated the stipulations of Point 14.2 are equally applicable.
- 14.4 If the insurance contract is handled by a broker, he is authorised to accept notifications and declarations of intent from the policyholder. The broker's appointment agreement binds him to forward these to the insurer without delay.

Special and Ancillary Conditions for Motorsport Accident Insurance

Where agreed in the insurance policy the following provisions named in the insurance policy apply:

Ancillary conditions for group accident insurance without a specific name being given

Stipulations for insurances without a name being specified

1. The parties to be insured are to be referred to in such a way that any doubt regarding membership of the insured group of persons cannot arise in the case of an insured event.
2. The calculation of the appropriate premium is dependent on the ascertained number of insured parties. Should a too high or too low premium be paid for the elapsed period of time the relevant benefit is to be paid back by the insurer (in the first case) or to be paid back by the policyholder (in the second case).

If the policy holder omits to give information on the number of persons within one month of receipt of the request the insurer is entitled to demand the premium on the basis of the last maximum number of persons given. The policyholder retains the right, however, to give evidence during the new period of time regarding the correct number of persons. If this number is less than that presumed in the premium calculation the excess premium is to be repaid to the policyholder. If the number is higher, the additional premium is to be paid back by the policyholder.

Special conditions for disability benefits for participants (25% absolute franchise)

- 1 A claim to disability benefit on the part of participants arises only if, in accordance with the provisions of Points 2.1.2.2.1, 2.1.2.2.2 and 2.1.2.2.3 of the Motorsport Accident Insurance Conditions, and (where illness or a physical handicap are involved) with due regard to Point 4 of the Motorsport Accident Insurance Conditions, a degree of disability of more than 25% results.
- 2 If the degree of disability exceeds 25% a claim amounting to the resulting total disability applies.

Special conditions for accident insurance with a progressive disability scale

Point 2.1 of the Motorsport Accident Insurance Conditions is extended as follows:

If an accident occurring to the policyholder before the end of the 65th year of life, without illnesses or Infirmary playing a part (Point 4), leads, in accordance with the assessment principles of Points 2.1.2.2.1 and 2.1.2.2.3, to a permanent impairment of physical or mental capability of **at least 80%**, the following insurance amounts form the calculation basis for the disability benefit:

- 1 for that portion of the degree of disability that does not exceed 25% of the disability sum established in the insurance policy,
- 2 for that 25% portion of the degree of disability that does not however exceed 75% of the degree of disability, double the disability sum,
- 3 for that 75% portion of the degree of disability, triple the disability sum.

Note:

In the case of a degree of disability of more than 80% the benefit increases as shown in the following table:

From %	To %	From %	To %
80	140	95	185
81	143	96	188
82	146	97	191
83	149	98	194
84	152	99	197
85	155	100	200
86	158		
87	161		
88	164		
89	167		
90	170		
91	173		
92	176		
93	179		
94	182		

Special conditions for the inclusion of additional treatment costs

Point 2 of the Motorsport Accident Insurance Conditions is amended as follows:

2.5 Additional treatment costs

2.5.1 For rectification of the consequences of an accident the necessary cost of medical treatment for artificial limbs and necessary acquirements insured elsewhere according to the discretion of the doctors shall be reimbursed up to the insured sum for each insured event within the first year of the accident.

Regarded as treatment costs are doctors' fees (where they are based on an official scale of charges and taking into account the policyholder's share), the cost of medication, other medicaments and dressing material prescribed by the doctors, as well as essential ambulance services, in-patient treatment, subsistence costs and x-rays.

2.5.2 Not reimbursed are the cost of foodstuffs and drinks, of spa and recuperative trips, nor of health care where the employment of professional nursing staff has not be prescribed by a doctor.

2.5.3 The costs named under Point 1 are met only where the health insurance company has completely fulfilled its statutory benefits but where these have been insufficient to cover the costs arising. If the health insurance company is not liable to pay, or if it contests its obligation to pay, the policyholder can rely directly on the accident insurance company.

2.5.4 Unless a different arrangement has been reached in the insurance policy the insured amount for ancillary treatment costs is 12,000 EUR for each insured party. In the event of injury the insured party pays a 300 EUR share.

Explanatory Note on Data Processing

Preliminary remarks

Nowadays insurances can only fulfil their functions with the aid of Electronic Data Processing (EDP). Only by this means is it possible to process contractual relationships accurately, quickly and economically. EDP also provides better protection against improper actions for insured parties as a whole than the previous manual method. The processing of data that we have on you is regulated by the Federal Data Protection Act (BDSG). This states that data processing and its use is permissible where allowed under the BDSG or another statutory regulation, or where the party concerned has given his consent. The BDSG always permits the processing and use of data if this is carried out in the framework of the specific function of the contractual relationship or contractually similar mutual trust, or where it is necessary to ensure the valid interests of the agency that stores the data and when there is no reason to presume that the interest of the party concerned that is worthy of protection outweighs the exclusion of processing or use.

Declaration of consent

Regardless of this consideration of interest dealt with in individual instances, and as regards a secure legal basis for data processing, a declaration of consent has been included in your insurance application in compliance with the BDSG. This applies beyond the termination of the insurance contract but ends – except in the case of life assurance and accident insurance – with rejection of the application or by your withdrawal (which can be made at any time).

If the declaration of consent in the submitted application is wholly or partially cancelled it is possible that the contract cannot be concluded. Despite the retraction or the wholly or partially cancelled declaration of consent, data processing and use can be carried out within the limited legally permitted framework, as has been described in the preliminary note.

Mandatory declaration of confidentiality

Also the transfer of data, subject for example to professional confidentiality on the part of a doctor, presumes that special authorisation has been given by the party concerned (mandatory obligation to confidentiality). In life assurance and accident insurance (personal insurance) a mandatory declaration of confidentiality clause is therefore included in the application.

Examples of data processing and use

The following sets out several relevant examples of data processing and use:

1. Data storage by your insurer

We store data necessary for the insurance contract.

This first of all includes your information as submitted in the application (application data). Then technical insurance data on the contract are managed, such as the insurance number (partner number), insured amount, duration of the insurance, premium and bank details, as well as the details of a third party if necessary, such as those of a broker, an assessor or a doctor (contractual data).

In the case of an insured event, depending on the type of contract we store information on the damage and, if required, also third-party information such as the degree of occupational disability as

ascertained by a doctor, your repair workshop's assessment regarding the total write-off of a vehicle, or the amount paid in the discharge of a life assurance (benefit data).

2. Data transfer to reinsurers

In the interest of our policyholders, like all insurers we always pay attention to a balancing of the risks that we assume. For this reason in many cases we transfer part of the risks to reinsurers in Germany and abroad. These reinsurers also require relevant technical insurance information from us, such as insurance numbers, the premium, type of insurance cover and details of the risk and risk loading, as well as, in individual instances, personal details. Where reinsurers collaborate in the assessment of risks and damages they are also provided with the documentation that they require for this purpose.

In some cases the reinsurers use other reinsurers, who are also furnished with the relevant data.

3. The transfer of data to other insurers

To comply with the Insurance Contract Act (VVG) the policyholder has to state every alteration to the contract in his application and, in the event of damage, to declare to the insurer all significant circumstances for the assessment of risk and for the settlement of claims. These include e.g. earlier illnesses and insured events, or communications concerning other similar insurances (applied for, existing, rejected or cancelled).

In order to prevent improper use of the insurance, to clarify possible contradictions in the policyholder's information, or to close gaps in the assessments of damage incurred, it may be necessary to request information from other insurers or to furnish the relevant details in response to requests.

Even if this is not the case in certain instances (§ 59 VVG double insurances, § 67 VVG statutory subrogation and knock-to-knock agreements) an exchange of personal data among the insurers is required. This involves transferring the data of the party concerned, such as name and address, car registration, type of insurance cover and risk, or details on damage like the extent of the damage and date of occurrence.

4. Central information systems of professional associations

In checking an application or an instance of damage it may be necessary, in order to assess the risk, to further clarify the circumstances of the case, or to prevent improper use of the insurance, to put questions to the professional association responsible or to other insurers, as well as to answer relevant queries submitted by other insurers.

For this reason professional associations have central information systems or administer central data banks. Such information systems are to be found with the *Gesamtverband der Deutschen Versicherungswirtschaft e.V.* and the *Verband der privaten Krankenversicherung e.V.* Inclusion in these information systems and their use is intended exclusively for purposes that may be pursued in the system in question, that is, only when certain preconditions are fulfilled.

Examples:

Automobile insurers:

Registration of obvious cases of damage, car theft, as well as of persons where there is a suspicion of improper use of the insurance.

Purpose: checking of risks, clarification and prevention of damage.

Life assurance and health insurance companies:

Admission of special risks such as the rejection of the risk or acceptance but with an additional premium

- on medical insurance grounds,
- on the grounds of information received from other insurance companies,
- because of refused follow-up checks.

Annulment of the contract as a result of withdrawal or rescission on the part of the insurer; rejection of the contract by the policyholder because of the additional premium requested.

Purpose: checking of risks.

Accident insurance companies:

Report in the event of:

- substantial breach of the precontractual obligation to notify,
- rejection of benefit due to intentional infringement of obligations in the event of damage through the faking of an accident or the consequences of an accident,
- extraordinary cancellation by the insurer after providing a benefit or the bringing of an action regarding a benefit

Purpose: checking of risks and disclosure of an improper use of the insurance.

Property insurance companies:

Inclusion of damage and of persons where arson is involved or where the contract is cancelled due to a suspicion of improper use of the insurance and specific loss amounts have been reached.

Purpose: checking of risks, clarification of damage, prevention of further misuse.

Transport insurance companies:

Inclusion of obvious cases of damage (suspicion of insurance misuse), especially regarding insurance of luggage.

Purpose: clarification of damage and prevention of insurance misuse.

5. Data processing within and outside the group of companies

To protect the policyholder individual insurance sectors such as life assurance and health and property insurance are run by legally independent firms.

In order to be able to provide the customer with comprehensive insurance cover the companies often work together in groups. This involves the centralisation of individual areas such as debt collection or data processing to save costs. So, for example, your address is stored just once, even if you conclude contracts with different companies in the group; also your insurance number, types of contract and, where necessary, your date of birth, account number and sort code. This means that your general data regarding the application, contract and benefit are managed in a central data bank.

Here the so-called partner data (e.g. name, address, customer number, account number, sort code, existing contracts) can be accessed by all the companies in the group. In this way incoming post can always be correctly classified and the partner responsible can be named immediately when requested by telephone. Also incoming payments can be properly entered in doubtful cases without a need for further enquiries. The outsourcing of functions submitted to or approved by the Federal Supervisory Finance Office can also be carried out using this central data bank without the need to comply with the confidentiality obligation and third-party data protection.



The remaining general data regarding applications, contracts and benefits can, on the other hand, only be requested by the insurance companies belonging to the group.

Although all this data is only used to advise and look after its respective customers by the individual firms, the law speaks here too of “data transfer” by which the provisions of the Federal Data Protection Act are to be observed. Sector-specific data, such as the availability of health and credit-worthiness data, remain on the other hand exclusively reserved to the relevant company.