

General Terms and Conditions of Insurance for Motorsports insurance (Liability and Accident) SRC 06/2017

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Product information sheet about the insurance provisions for motorsports insurance (liability and accident)

This product information brochure provides you with a short overview of SRC Special Risk Consortium GmbH motorsports insurance. Please note that this information is not exhaustive.

You can obtain further information in the following documents

- Motor sports insurance offering
- General customer information
- General insurance provisions for liability insurance (AHB)
- Special provisions (BBR) and clauses for motorsports liability insurance
- Motorsports accident insurance provisions
- Excerpt from the Insurance Contract Law (VVG)
- Guidance note regarding data processing

This insurance contract has to do with insurance for motorsports incidents.

Motorsports liability insurance

Statutory liability is insured, depending upon the scope of the contract

- to the sponsor;
- to the sports commissioner, the sports manager and other persons who are contracted by the sponsor for the organisation and implementation of the event, including liability from responsibility in these functions;
- to the driving assistants;
- to the participants.

The term 'liability' means the obligation to pay for damages. This obligation derives from individual statutory provisions which regulate that someone who causes damages to another is obligated to accordingly pay for these.

Claims can occur, for example, if

- the property on which the event occurs is not free from traffic, and therefore causes damages to someone;
- for set-up and dismantling work, a third party runs into a barrier;
- a participant runs into a spectator and injures him/her;
- a participant runs into a guiding device.

It is important that every participant signs an effective waiver of liability.

The task of liability insurance is to protect you against claims for damages directed at you. This means that liability insurance resolves what to do in such a case: checking the issue whether and to what amount you are obligated to pay for damages;

- if yes, the resolution of the damages with money;
- if no, defence against unjustified claims for damages.

If there is a legal dispute, SRC Special Risk Consortium GmbH leads the process for you as the liability insurer and bears the costs (see Item 5 of the AHB).

If an obligation for payment is established, the motorsports liability insurance pays to the damaged party the claim up to the maximum amount shown on the insurance certificate.

Note: If the SRC Special Risk Consortium GmbH refuses unjustified claims, this often means that the insurance will not pay. Please note that you (and thus also your liability insurance) must not pay such claims for damages because there is no legal obligation to do so.

We therefore recommend to you to coordinate with us before you grant an acknowledgement of guilt or make a payment to a claimant. Then we will determine in the liability investigation that you are not legally obligated to pay claims for damages, and we will not make any payment (see Item 6.8 of the AHB).

Motorsports accident insurance

We offer, after agreement, insurance cover for accidents which occur with the insured person who participates in an insured motorsports event.

The insured person can be:

- Participants
- Managers/sports managers/driving assistants during exercise of their activities
- Spectators

An accident takes place if one of the aforementioned insured persons is injured or is injured by another. Not accidents, on the other hand, are diseases and wear and tear (such as back injuries during constant sitting, strokes, heart attacks). You can find details about this in Item 1 of the motorsports accident insurance provisions.

Accident insurance is insurance for a specified amount, that is, we make cash payments. We do not pay for curative treatment, which is the object of health insurance. The payments that we made are found in the agreed types of payments that you can find in your offer or proposal.

We explain examples of the most important type of payment, disability payment, below:

If you suffer from permanent impairment due to an accident, i.e. you become disabled (such as through movement restriction, paralysis or amputations), we pay a one-off capital amount.

The amount of the disability payment is determined by the agreed insurance sum and the degree of restriction.

You can find further details from the special provisions and clauses for the SRC Special Risk Consortium GmbH motorsports insurance.

Note on environmental risks:

So-called 'environmental liability basic insurance' as well as 'environmental damage basic insurance' are included in every motorsports liability insurance policy.

What is not insured in **motorsports liability insurance** are, for example:

- Liability claims which exceed the scope of statutory liability;
- Damage which was caused intentionally (intent);
- Pecuniary penalties and fines (this does not have to do with liability claims).

Claims from contract fulfilment are basically not the object of liability insurance, as these do not have to do with statutory damages claims.

Even in **motorsports accident insurance**, we cannot insure all possible cases; as we would have to request an unreasonably high premium. Therefore, we have taken out some cases from insurance coverage in accident insurance.

The risk exclusions are named in Item 3 of the motorsports accident insurance provisions. In particular, what are not insured are accidents

- in private or professional areas - therefore outside a motorsports event;
- caused by mental disorder or impaired consciousness;
- accidents caused directly or indirectly by war or civil-war events;
- which were caused by drunkenness.

Also, insurance protection is not provided for

- pathological disorders as a consequence of mental reactions, even if these were caused by an accident.

In addition, you must expect restrictions in payments if previous damage or diseases have contributed to the consequences of the accident.

These points are not exhaustive. You can find details and further reasons for exclusion in the individual provisions.

The **premium** is determined by the individual risk and the agreed scope of insurance.

The premium that you are to pay, the respect due dates and the payment time periods are found in the offer or proposal.

To the degree agreed, you must send to us in writing after concluding the event the required information (such as a closing report, invoice letters, starter lists among other things) immediately, but at latest within two weeks. If this is not sent by the deadline, we can levy a processing fee of € 25 in our final invoice.

You can find further details in the section entitled **Inception of insurance cover / AHB premium payment**.

Your payment of the first or one-off premium **is counted as on-time** if you pay it before the end of two weeks after receipt of the insurance certificate and the premium invoice. Payments of following premiums are counted as on-time if you pay them each time at the due date noted on the insurance certificate.

If you send us a **withdrawal authorisation** (bank debit procedure), your payment is counted as on-time if the premium can be debited by us at the given due date and you do not object to justified withdrawal.

Payment which is not on-time for the first or one-off premium or subsequent premium payments can lead to loss of your insurance protection.

You can find further details in the section entitled **Inception of insurance cover / AHB premium payment**.

Upon conclusion of the insurance contract, certain obligations must be fulfilled during the contract period and if an insurance claim arises.

Negligent, grossly negligent or intentional breaches of duty can allow us to, depending upon the rights, withdraw from the contract, to terminate the contract, to restrict or completely refuse to make payments or to adjust contract provisions or the premium.

Examine closely which risks are excluded for you. Ask us for advice. Upon concluding the insurance contract, we ask you in writing or text for the **risk circumstances** which are circumstantial to us. Our questions must be answered truthfully and completely.

Notify us in writing of each insured event which could result in a liability claim immediately, but latest within one week. Precisely indicate the circumstances which led to the loss.

Make no payment without prior discussion with your insurer to the damaged parties, and in particular do not admit to guilt.

File an objection immediately against a court order against you. Notify us immediately of a dispute filed against you, and submit all documents received by the court as soon as possible. Show to the insurer immediately as well if claims are legally enforced against you, which apply for cost assistance in the procedure, or that a dispute is announced to you in court. The same applies in the case of an arrest, an interim injunction or evidence proceedings.

The insurance cover begins with the redemption of the insurance certificate by paying the premium, but not before the agreed point in time. Also not the section entitled **Inception of insurance cover / AHB premium payment**.

Insurance cover ends at the end of the insurance contract and in other cases named in the contract or in law.

You can find further details in the section entitled **Term and end of the contract / AHB termination**.

Should the insured event be cancelled due to weather or for another reason, you must inform us before the beginning of the event by email or fax.

In this case, refund of the premium could be made. We have, in such a case, a claim for a business fee of € 25.

General customer information

Risk carrier for your insurance cover

Great Lakes Insurance SE
Königinstrasse 107
80802 Munich
Germany

Corporate legal information

Registered office: Munich, Germany
Number in the Commercial Register: HRB 230378, Amtsgericht München (Local Court Munich Re Group)
You can find more information at the following website: www.glise.com

Supervisory authority:

Federal Financial Supervisory Authority (BaFin), Insurance Division, Graurheindorfer Strasse 108, 53117 Bonn

Complaint management

Should you not be satisfied with our services, please contact us so that we can have the opportunity to improve on an error.

Please contact the complaints officer at SRC:

Thomas Faber
SRC Special Risks Consortium GmbH
Belfortstraße 15
50668 Cologne
Tel: 0221-91409-45
Fax: 0221-91409-44
E-Mail: thomas.faber@srcmail.de

Please contact us in writing and in the language which was used in the policy with your reason for the complaint as well as the relevant contract date (insurance certificate number), so that we can refer your procedure to the relevant insurance contract. We will respond to you in writing within 14 days. Then we will send to you a final solution recommendation within an additional 14 days.

Supervisory authority:

Bundesanstalt für Finanzdienstleistungsaufsicht (BaFin)
Should you not be satisfied with our solution recommendation, you are free to send your complaint to BaFin.

Contact

Bundesanstalt für Finanzdienstleistungsaufsicht (BaFin)
Bereich Versicherungen [Insurance Area]
Graurheindorfer Straße 108
53117 Bonn, Germany
Tel: 0228-4108-0
Fax: 0228-4108-1550
Email: poststelle@bafin.de

Please note that BaFin is not an arbitration body and as such cannot decide individual cases or issue a legally binding decision.

Of course you still have the possibility as a Policyholder to take legal action.

represented by

SRC Special Risks Consortium GmbH
Belfortstr. 15
50668 Cologne

Corporate legal information

Registered office: Munich, Germany
Registry court: Cologne HRB 33305

Supervisory authority:

Federal Financial Supervisory Authority (BaFin), Insurance Division, Graurheindorfer Strasse 108, 53117 Bonn

Information about insurance payments and the total premium

We have named the significant characteristics of insurance payments, such as the type, scope, due date and fulfilment of insurance payments, as well as the total premium (total price and included costs) in a product information brochure and the offer for motorsports liability insurance.

Duration of validity for offers and other contract information

Basically, the information which we have provided to you to conclude an insurance contract has a limited period of validity. This applies to non-binding advertising activities (brochures, announcements, etc.) as well as recommendations and other price information.

If no duration of validity is shown in the documents, we reserve the right to be bound to the information for three months. After that time, we would be glad to provide you with a new recommendation.

Binding period

You are bound to your application for an insurance contract for a period of one month.

Establishment of the contract

Basically, the insurance contract is established through your and our contextually agreed contract declarations (declarations of intent) if you do not withdraw your contract declarations within two weeks.

Right of cancellation

You can revoke your contract declaration within two weeks in text form (such as a letter, fax or email) without having to give a reason. The deadline begins when you have received the insurance certificate, the insurance provisions including our general insurance provisions, as well as the contract information (product information sheet and insurance information) and this instruction. Timely dispatch of your revocation notice will suffice to ensure compliance with the deadline for revocation. The revocation is to be sent to SRC Special Risk Consortium GmbH, Belfortstr. 15, 50678 Cologne

Consequences of revocation

Your insurance cover ends in the case of an effective revocation, and we will pay you the portion of your premium which does not cover the period after receipt of the revocation.

Right to object

In the case that the insurance certificate or amendment deviates from the proposal, we will not the deviations in red and/or with a #. You can understand the connected legal consequences with the explanation numbers shown below.

1. The insurance cover begins at a time other than that applied for.
2. The insurance cover ends at a time other than that applied for.
3. From this, another premium is to be paid.
4. From this, there is restricted insurance cover.

The deviations are held to be approved if you do not object to them within one month after receiving the insurance certificate or amendment in writing or text form (such as by email).

Special notices

We can keep the portion of your premium which is cancelled to the time of the receipt of the revocation if you have agreed that the insurance cover begins before the end of the revocation deadline. If you have not given such agreement, or if the insurance cover only begins after the end of the revocation deadline, we will repay you the entire premium. We repay the premiums immediately, but at latest 30 days after receipt of the revocation. Your right to revocation is excluded if the contract is completely fulfilled at the wish of both parties before you have exercised your right to revocation. If you revoke a replacement contract, your original insurance contract continues to run. The right to revocation does not exist for contracts with a term of less than one month.

Duration of the agreement

The contract term is shown in the product information sheet or the offer or proposal.

Automatic termination of this Agreement

You can find details in the product information sheet and the insurance provisions.

Contract language

All of the information and communication relating to the contract relationship will be in German. Other arrangements can be made for individual cases.

Applicable Law

The law of the Federal Republic of Germany shall apply.

Jurisdiction

You can enforce claims against us as an insurer before the court of your residence or usual place of residence, or the State Court in Cologne (the company's headquarters).

General Terms and Conditions of Insurance for Liability Insurance - AHB

Contents

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1. Insured subject matter, insured event

- 1.1 Cover is provided within the framework of the insured risk in the event a third party claims damages from the Policyholder due to a loss occurrence arising during the period of insurance (insured event) resulting in bodily injury, property damage or ensuing pecuniary loss based on

Statutory liability provisions contained in civil law

which are claimed by a third party for damages.

The loss occurrence is the event as a result of which the prejudice to the third party directly arises. The time of causation that led to the insured event is not relevant.

- 1.2 There is no insurance cover for claims, even if they are statutory claims,

- 1) for fulfilment of contracts, supplementary performance, from self-help, withdrawal, reduction, for compensation instead of payment;
- 2) due to damages which were caused in order to conduct supplementary performance;
- 3) due to the failure to use the contractual object or due to the failure of the success having to do with the insurance payment;
- 4) for compensation for wasted expenditures in the trust that the contract will be properly fulfilled;
- 5) for compensation for financial loss due to delay in payment;
- 6) due to other compensation payments occurring instead of fulfilment.

2. Damages to property, lost items

This insurance cover can be extended by special arrangement to the statutory liability due to the content of the Policyholder under private law due to

- 2.1 financial loss which occurs neither through personal injury nor property damage;
- 2.2 damages due to the loss of things; in this case the provisions for property damage are applied.

3. Insured risk

3.1 Cover also includes the personal legal liability

- 1) from the Policyholder's risks set forth in the insurance certificate and its amendments.
- 2) due to increases or extensions of the risks set forth in the insurance certificate and its amendments. This does not apply to risks from holding or using power, air or water vehicles requiring insurance or to other risks which are subject to the insurance or coverage requirement,
- 3) due to risks which newly occur to the Policyholder after concluding the insurance (preliminary insurance) and which are regulated in greater detail in Item 4.

3.2 The insurance cover also extends to increases in the insured risk due to a change in existing or issuance of new legal regulations. The insurer can, however, terminate the contract under the provisions of Item 21.

4. Provisional insurance

4.1 Risks which newly occur after conclusion of the insurance contract are immediately insured in the context of the existing contract.

- 1) The Policyholder is obliged to notify every new risks within one month after request from the insurer. The request can also be made on the premium invoice. If the Policyholder does not notify in time, the insurance cover for the new risk is dropped, back-dated to its occurrence. If an insured event occurs before the new risk is notified, the Policyholder must prove that the new risk only occurred after conclusion of the insurance and took place at a point in time to which the notification period had not yet expired.
- 2) The insurer has the right to request a reasonable premium for the new risk. If there no agreement about the amount of the premium within a period of one month after receipt of the notification, the insurance cover is dropped for the new risk back-dated to its occurrence.

4.2 The insurance cover for new risks is limited from its occurrence to agreement in the sense of Item 4.1 (2) to an amount of € 500,000 for personal injury and € 500,000 for property damage and - if agreed - € 75,000 for financial loss, unless lower insurance sums are defined in the insurance certificate.

4.3 The rule for preliminary insurance does not apply to risks

- 1) from the ownership, possession, holding or driving a power, air or water vehicle, if these vehicles are subject to approval, driving licences or insurance obligations;
- 2) to the ownership, possession, ownership or driving trains;
- 3) which are subject to insurance or coverage requirements;

which are shorter than one year and therefore must be insured in the context of short-term insurance contracts.

5. Payments from insurance / insurer's power of attorney

5.1 Cover includes investigating the liability issue, repudiating unjustified claims for damages and indemnifying the Policyholder in respect of justified obligations to pay compensation.

Obligations to pay compensation are justified if the Policyholder is liable to compensate by virtue of law, legally binding judgement, recognisance or compromise settlement and the insurer is bound hereby. Recognisances and compromise settlements taken or concluded by the Policyholder without the insurer's consent are binding on the insurer only insofar as the claim would also have succeeded in the absence of recognisance or compromise settlement.

If the Policyholder's obligation to pay compensation with binding effect on the insurer is established, the insurer shall indemnify the Policyholder in respect of the third party's claim within two weeks.

5.2 The insurer is authorised to make such declarations in the Policyholder's name as appear expedient to it to settle the loss or repudiate claims for damages.

If, in the case of an insured event, a legal dispute arises concerning claims for damages against the Policyholder, the insurer is authorised to conduct the legal proceedings. It will lead the legal dispute in the name of the Policyholder at the latter's cost.

5.3 If in a criminal proceedings due to an insured event that one of the liability claims could follow under the insurance cover, the appointment of a defending attorney for the Policyholder can be desired or approved by the insurer, and the insurer will bear the costs which hue to fee agreements or higher costs under special agreement.

5.4 If the Policyholder or another person insured under the policy obtains the right to demand the annulment or reduction of an annuity payable, the insurer is authorised to exercise that right.

6. Limits of indemnification

6.1 Indemnification by the insurer for each insured event shall be subject to the agreed limits of indemnity. This also applies if cover extends to more than one indemnifiable person.

6.2 Unless otherwise arranged, the compensation payments by the insurer for all insured events over an insurance year are limited to twice the agreed insurance sums.

- 6.3 If a number of insured events occur during the period of insurance this is deemed to be an insured event that occurred at the time of the first of such events if due
- to the same cause or
 - to like causes with intrinsic, primarily substantive and temporal link.
 - to the delivery of goods with the same defects.
- 6.4 If specially agreed, the Policyholder must pay the damages compensation in the case of each insured event an amount set forth in the insurance certificate (deductible). Unless otherwise agreed, the insurer in this case is also obligated to defend against unjustified claims for damages.
- 6.5 The insurer's expenditure in respect of costs shall not be deducted from the limit of indemnity.
- 6.6 If justified liability claims arising out of an insured event exceed the limit of indemnity, the insurer bears such proportion of the legal costs and expenses as the limit of indemnity bears to the total amount of such claims.
- 6.7 If the Policyholder has to make annuity payments to the claimant and the present value of the annuity exceeds the limit of liability or such remainder of the limit of liability as is left after deduction of any other payments arising out of the insured event, the annuity payable shall be compensated only in such proportion as the limit of indemnity or remainder bears to the present value of the annuity.
- The value of the annuity shall be calculated using the corresponding provision of the regulation on insurance cover under motor third-party liability policies in the version applicable at the time of the insured event.
- In calculating the amount which the Policyholder shall contribute to regular annuity payments if the present value of the annuity exceeds the limit of liability or the remainder of the limit of liability after deduction of any other payments arising out of the insured event, such other payments shall be deducted in full from the limit of indemnity.
- 6.8 If the settlement of a liability claim by recognisance, satisfaction or compromise settlement sought by the insurer is unsuccessful due to the attitude of the Policyholder the insurer shall not meet the additional expenditure for indemnification, interest and costs resulting from refusal.
- 7. Exclusions**
- Unless otherwise expressly stipulated in the policy document or its endorsements, the following are excluded from cover:
- 7.1 Insurance claims by any persons who have deliberately caused the loss.
- 7.2 Insurance claims from all persons who have caused the damages can be made aware of their liability for defects or damages
- Products brought to market or
 - Work or other services provided.
- 7.3 Liability claims insofar as, due to contract or specific commitments, they go beyond the scope of the Policyholder's legal liability.
- 7.4 Liability claims
- 1) of the Policyholder itself or the persons cited in item 7.5 against persons covered under the policy,
 - 2) between several Policyholders under the same insurance contract,
 - 3) between several co-insured parties under the same insurance contract.

7.5 Liability claims against the Policyholder

- 1) arising out of losses sustained by the Policyholder's family members living in the same household or other persons insured under the policy.

The following are deemed to be family members: spouses, partners within the meaning of the law on registered civil partnerships or similar partnerships in accordance with the law of other countries, parents and children, adoptive parents and children, parents-in-law, sons-in-law and daughters-in-law, step-parents and stepchildren, grandparents and grandchildren, siblings and foster parents and foster children (persons who are connected to one another through a long-term, family-like relationship like parents and children).

- 2) by the Policyholder's legal representatives or guardians if the Policyholder is totally or partially legally incapacitated or in care;
- 3) of legal representatives if the Policyholder is a legal person under private or public law or is an unincorporated association;
- 4) by partners of the Policyholder with unlimited personal liability if the Policyholder is a commercial partnership, a limited partnership, or a company constituted under civil law;
- 5) by the Policyholder's liquidators, receivers and insolvency administrators.

about Item 7.4 and Item 7.5:

The exclusions under Items 7.4 and 7.5 (2) to (6) also extend to liability claims from family members of the persons named there who live in a domestic community.

7.6 Liability claims due to damage to outside property and any financial loss deriving from them, if the Policyholder has acquired through rental, lease, tenure, loaning, through prohibited trespass or it is an object of a special custodial contract.

7.7 Claims for liability due to damages to outside property and all of the resulting financial loss if

- 1) the damages occurred through commercial or professional activity of the Policyholder with these goods (processing, repair, conveyance, examination and similar); for unmovable goods, this exclusion applies only to the degree that these goods or parts of them were directly impacted by the activity;
- 2) the damages occurred through the Policyholder's commercial or professional use with these goods (processing, repair, conveyance, examination and similar); for unmovable goods, this exclusion applies only to the degree that these goods or parts of them were directly impacted by the use;
- 3) the damages occurred through the Policyholder's commercial or professional activity with these goods or - if this has to do with unmovable goods - their parts were found to be in the direct area of action; this exclusion applies only if the Policyholder can prove that at the time of the activity, clearly necessary protective actions were taken to prevent damage.

about Item 7.6 and Item 7.7:

If the provisions of the exclusions in Items 7.6 and 7.7 occurred in the person of employees, workers, servants, those with full legal powers or agents of the Policyholder, the insurance cover is also dropped, both for the Policyholder as well as any co-insured persons under the insurance contract.

7.8 Liability claims due to damage to property, works or other services manufactured or delivered by the Policyholder as the consequence of a cause in the manufacture, delivery or service and all of the resulting financial loss. This also applies if the cause of the damages is due to a defective individual part of the goods or defective partial service, leading to damage or destruction of the entire good or service.

This exclusion also applies if third parties have assumed the manufacture or delivery of the goods or works or other services as contracted by or for the account of the Policyholder.

7.9 Claims for liability of insured events occurring abroad; claims from Section 110 of the Social Law Book VII are, however, insured.

7.10 a) claims which are enforced against the Policyholder due to environmental damages as per the Umweltschadensgesetz [Environmental Damage Law] or other national implementation laws based on the EU Environmental Liability Directive (2004/35/EU). This also applies if a third party makes a claim against the Policyholder by virtue of third-party legal liability provisions contained in civil law for the reimbursement of costs arising out of such environmental damage.

However, cover shall be maintained for such claims as might also be asserted against the Policyholder in the absence of the German Environmental Damage Act or other national implementation legislation based on the EU Environmental Liability Directive (2004/35/EC) by virtue of third-party legal liability provisions contained in civil law.

This exclusion does not apply in the context of insurance of private liability risks.

7-10 b) claims for liability due to damage due to environmental impact. This exclusion does not apply

- 1) in the context of insurance private liability risks or
- 2) to damages which are caused by products produced or delivered by the Policyholder (also waste), through work or other services after implementing the service, or after concluding the works (product liability).

No insurance cover exists, however, for damages due to environmental impact which arise from planning, manufacture, delivery, installation, dismantling, care or maintenance of

- systems which are specified to manufacture, process, store, take from storage, convey or take away water-polluting materials (Federal Water Act systems);
- systems as per Appendix 1 or 2 of the Environmental Liability Law (UmweltHG-Anlagen);
- systems which are subject to the provisions or approval or notification obligation for environmental protection;
- wastewater systems

or resulting parts which are clearly specified for such systems.

7.11 Liability claims attributable to asbestos, substances or products containing asbestos.

7.12 Liability claims due to damages which are in direct or indirect connection with high-energy ionising radiation (such as radiation from radioactive materials or X-ray radiation).

7.13 Liability claims due to damages which can be traced back to

- 1) genetic engineering work,
- 2) genetically modified organisms (GMOs),
- 3) products which
 - contain components of GMOs,
 - which are manufactured from or with the aid of GMOs.

7.14 Liability claims due to property damage which occurs from

- 1) wastewater, as long as it is not residential wastewater,
- 2) sinking of property or landslides,
- 3) flooding of existing or flowing wastewater.

7.15 Liability claims arising out of losses due to the exchange, transfer and provision of electronic data insofar as it concerns losses due to

- 1) deletion, suppression, rendering unusable or altering data,
- 2) non-recording or incorrect saving of data,
- 3) disruption of access to the electronic data interchange,
- 4) transmission of confidential data or information,

7.16 Liability claims due to damage to personality or name rights breaches.

7.17 Liability claims arising out of losses due to hostility, harassment, importunity, unequal treatment or other form of discrimination.

7.18 Liability claims due to personal injuries which result from the transmission of the Policyholder's disease. The same applies to property damage which occurs due to disease of animals which belong to, are held by or sold by the Policyholder. In both cases, there is insurance cover if the Policyholder proves that it did not act in an intentional or negligent fashion.

B Inception of cover / Premium payment

8. Inception of cover

The insurance cover begins at the time on the insurance certificate if the Policyholder has paid the first or one-off premium on time in the sense of Item 9.1. The premium set forth in the invoice includes insurance tax which the Policyholder respectively...

9. Payment and the consequences of delayed payment/first or one-off premiums

9.1 The first or one-off premium is immediately due two weeks after receipt of the policy document.

If the payment is agreed to be paid in instalments, the first premium is only the first instalment of the first year's premium.

9.2 If the first or one-off premium is paid by the Policyholder later than scheduled, insurance cover shall not commence until that date. This shall not apply if the Policyholder proves that it was not responsible for non-payment. For insured events which occur up to payment of the premium, the insurer is not obligated to make payment only if the Policyholder has been notified through a special message in text form or a notification on the insurance certificate of these legal consequences of non-payment of the premium.

9.3 If the first or one-off premium is not paid by the Policyholder on schedule, the Insurer may rescind the contract as long as the premium is unpaid. The insurer is not entitled to rescind if the Policyholder proves that it was not responsible for non-payment.

10. Payment and consequences of delayed payment/subsequent premium

10.1 The subsequent premiums are, unless otherwise stipulated, due on the first day of the month of the agreed premium period.

Payment shall be considered on time if effected on the date given in the policy document or premium statement.

10.2 If a subsequent premium is not paid on time, the Policyholder is deemed to be in default without a reminder unless it is not responsible for the delay in payment.

The insurer is entitled to require compensation for loss it sustains due to the delay.

If a subsequent premium is not paid on time, the insurer may prescribe to the Policyholder a period for payment of no less than two weeks in text form at the latter's expense. This provision shall be effective only if the premium arrears, interest and costs are individually itemised in it and the legal consequences arising out of expiry of the time limit in accordance with items 10.3 and 10.4.

10.3 If the Policyholder is still in arrears after the end of this payment deadline, there is no insurance coverage from this point in time to payment if it has been notified with the payment request as per Item 10.2 para. 3.

10.4 If after expiry of this period for payment the Policyholder is still in default with payment, the insurer is entitled to cancel the contract without notice if the Policyholder shall have been advised of this with the demand for payment in accordance with item 10.2 section 3.

If the insurer has cancelled and the Policyholder subsequently pays the amount stipulated in the reminder within a month, the contract continues. However, any insured events that have occurred between receipt of cancellation and payment shall not be insured. The insurer's freedom from payment as per Item 10.3 remains unaffected.

11. Timely payment by direct debit

Where it has been agreed that payment shall be made by direct debit, payment shall be considered on time if the premium can be debited on the due date and if the Policyholder does not stop a justified debit.

Where through no fault of the Policyholder the insurer shall not have been able to debit the premium due, payment is nevertheless on time if it is made immediately after the insurer has made a demand for payment in text form.

If the due amount cannot be debited because the Policyholder has revoked the direct debit or if the premium cannot be collected for other reasons for which the insured is responsible, the insurer shall be entitled to demand future payment outside the scope of the direct debit process. The Policyholder undertakes to transfer the premium only when required to do so by the insurer in text form.

12. Payment by instalments and consequences of delayed payment

If payment by instalments has been agreed, outstanding instalments are due immediately if the Policyholder is in default on payment of an instalment.

Furthermore, the insurer is entitled to require annual payment of the premium for the future.

13. Premium adjustment

13.1 The Policy holder must notify after request whether and which changes to the insured risk have occurred as compared to the earlier information. This request can also be made as a note in the premium invoice. The information must be given within one month after receipt of the request, and provided if requested by the insurer. If incorrect information is given to the disadvantage of the insurer, this can result in a contractual penalty being paid by the Policyholder which is three times the amount of the determined premium difference. This does not apply if the Policyholder proves that it has no culpability for the incorrectness of the information.

13.2 A change will be justified due to the change notification by the Policyholder or other determinations from that point in time (premium adjustment); if an insured risk is dropped, however, only from the point in time that the insurer receives the notification. The contractually agreed minimum premium may not be undercut due to this. All increases and reductions occurring in the minimum premium will be considered in accordance with Item 15.1 after conclusion of the insurance.

13.3 If the Policyholder does not provide timely notification, the insurer can require subsequent payment in the amount of the premium established in the invoice for this period of time for the time that the information was not provided. If the information was provided late, a premium adjustment will be made. If the Policyholder pays too high a premium, it will not be refunded if the information was provided within two months of the notification of the increased premium being received.

13.4 The above provisions are also applied to insurance policies with premium prepayments for multiple years.

14. Premium in the event of premature termination of contract

Unless otherwise prescribed by law, if the contract is terminated prematurely the insurer is only entitled to that portion of the premium which corresponds to the period for which cover was in force.

15. Premium alignment

15.1 Insurance premiums are subject to premium alignment. No premium alignment will take place if the premiums are calculated using wages, construction or turnover amounts. Minimum premiums are subject to premium alignment regardless of the type of premium calculation.

15.2 An independent trustee will determine annually, with effect from the premiums due on July 1, the percentage rate of the average of claims payments for the previous calendar year for approved insurers in their general liability insurance which has increased or decreased as compared to the preceding year. He will round the percentage rate to the next lowest whole number divisible by five.

Payment for claims also includes the specially released information for individual insured events in order to determine the basis and amount of the insurance payments.

The average of claims payments for a calendar year is the sum of all of the claims payments made in this year divided by the number of newly-reported insured events during the same time period.

15.3 In the case of an increase, the insurer is allowed, and obliged in the case of a reduction, to set the following year premium by the percentage rate set forth in Item 15.2 (premium alignment). The changed premium for the following year will be notified to the Policyholder with the next premium invoice.

If the average of the insurer's claims payments in the past five calendar years has been increased by a low percentage rates, which the trustee has determined for each of these years as per Item 15.2, the insurer may only increase the following year premium by an amount that it has increased the average of its own company's claims payments in the last calendar year; this increase may not exceed that amount which results from the calculation of the previous paragraph.

15.4 If the change as per Item 15.2 or 15.3 is under five percent, no premium alignment will take place. This change is, however, to be considered in subsequent years.

C Duration and end of the contract / termination

16. Duration and end of the contract

16.1 The contract is concluded for the period shown in the policy document.

16.2 If the duration of the contract is at least one year, the contract is extended each time by a further year unless notice of cancellation is received by the contract partner no later than three months before expiry of the relevant policy year.

16.3 If the duration of the contract is less than one year, the contract shall end without notice on the designated date.

16.4 If there is a contract term of more than three years, the contract can already been terminated at the end of the third year or any subsequent year; the termination must be received by the party at latest three months before the end of the respective insurance year.

17. Cessation of the insured risk

If insured risks cease completely and permanently to exist, the cover on such risks lapses. The premium due to the insurer is the amount it would have been entitled to charge if cover on such risks had been requested only until the date on which it became aware of the cessation.

18. Termination after premium alignment

If the premium increases due to the premium alignment as per Item 15.3 without the scope of insurance cover being changed, the Policyholder can terminate the insurance contract within one month after receipt of the notification by the insurer with immediate effect, but at earliest at the point of time that the premium increase is to come into effect.

The insurer shall inform the Policyholder of this right of termination in the notification. The notification must be received by the Policyholder at latest one month before the premium increase coming into effect.

An increase in insurance tax does not justify exercise of the right to termination.

19. Cancellation subsequent to insured event

19.1 The insurance contract can be cancelled if

- indemnification has been made by the insurer or
- the Policyholder has been served with a lawsuit about the liability claim that falls under the insurance cover.

Written notice of cancellation must be received by the contract partner at the latest within one month of indemnification or service of the writ.

19.2 In the event of termination by the Policyholder, termination shall be effective as soon as it has been received by the insurer. The Policyholder may, however, stipulate that the termination take effect at a later date, but no later than the end of the current period of insurance.

Termination by the insurer shall become effective one month after its receipt by the policyholder.

20. Termination after sale of the insured company

20.1 If a company which has liability insurance is sold to a third party, in this case the rights and obligations of the Policyholder accrue to it for the period of its ownership from the insurance relationship.

This also applies if a company is taken over due to usufruct, a leasing contract or a similar relationship with a third party.

20.2 The insurance relationship can, in these cases,

- be terminated in writing by the insurer to the third party with a deadline of one month,
- by the third party to the insurer with immediate effect or upon the closing of the current insurance

period.

20.3 The right to termination is extinguished if

- the insurer has not exercised within a month from the time at which it had learned of the transition to the third party;
- the third party has not exercised this right after the transition, whereby the right to termination to the end of a month from the point in time that the third party has become aware of the insurance.

20.4 If the transition to the third party takes place during a current insurance period, and if the insurance relationship is not terminated, the prior Policyholder and the third party are liable for the insurance premium for this period as joint and several debtors.

20.5 The transition of a company is to be notified immediately to the insurer by the prior Policyholder or the third party.

If this obligation of notification is breached, there is no insurance cover if the insured event takes place later than one month after the period in which the insurer should have received the notification, and the insurer has not concluded an existing contract handover with the investor.

The insurance cover continues to exist and is in place for all insured events which occur at earliest one month after the point in time that the insurer has become aware of the sale. This applies only if the insurer in this month has not exercised its right to termination.

The insurance cover is not dropped despite the breach if the insurer was aware of the sale at the point in time that the notification had to have been given.

21. Cancellation following increase in risk due to amendment or issue of legal regulations

In the event of increases in the insured risk due to amendment of existing or issue of new legal regulations, the insurer is entitled to cancel the insurance contract subject to one month's notice. The right to cancel expires if it is not exercised within a month of the insurer's becoming aware of the increase.

22. Multiple insurance

22.1 Multiple insurance is present if the risk is insured in multiple insurance contracts.

22.2 If the multiple insurance comes into being without the Policyholder knowing of it, it can request the lifting of the contracts closed at later dates.

22.3 The right to lifting these is extinguished if the Policyholder does not exercise it within a month after it had learned of the multiple insurance policies. The lifting will be in effect at the time that the declaration which it requested is received by the insurer.

D Obligations of the Insured

23. Policyholder's pre-contractual duties of disclosure

23.1 Completeness and correctness of information on material facts

The Policyholder has until the time it submits its declaration agreeing to the contract to inform the insurer in text form of all the risk circumstances known to it about which the insurer has enquired in text form that are material for the insurer's decision to conclude the contract with the agreed contents. The Policyholder shall also notify the insurer insofar as, subsequent to entering into the contract but prior to acceptance of the contract by the insurer, the insurer asks questions in written form within the meaning of sentence 1.

Circumstances liable to influence the insurer's decision as to whether to conclude the contract at all or with the agreed contents are material to the risk.

If the contract is concluded by a representative of the Policyholder and that representative is aware of the circumstance material to the risk, the Policyholder shall be treated as if it had itself had knowledge of or fraudulently concealed it.

23.2 Cancellation policy

- 1) Incomplete and inaccurate information relating to circumstances material to the risk shall entitle the insurer to rescind the policy.
- 2) The insurer shall not be entitled to rescind if the Policyholder proves that it or its representative did not provide the inaccurate or incomplete information either through deliberate intent or gross negligence.

The insurer's right to rescind owing to grossly negligent breach of the duty to inform does not apply if the Policyholder proves that the insurer would have concluded the contract even if it had been aware of the circumstances not notified, albeit on different terms and conditions.

- 3) Insurance cover does not exist if the contract is rescinded.

If the insurer rescinds after an insured event has occurred, it is not entitled to refuse cover if the Policyholder proves that the circumstance notified incompletely or inaccurately was causally linked neither with the occurrence of the insured event nor its establishment nor the extent of indemnification. However, there will be no cover in this case either if the Policyholder was fraudulently in breach of the duty of disclosure.

The insurer is entitled to that part of the premium which corresponds to the policy period that had elapsed before the declaration of rescission became effective.

23.3 Premium change or termination right

If the insurer's right of rescission is excluded because the breach of the duty to inform was due neither to deliberate intent nor gross negligence, the insurer is entitled to cancel the contract subject to one month's notice.

The right to cancel is excluded if the Policyholder proves that the insurer would have concluded the contract even if it had been aware of the circumstances not notified, albeit on different terms and conditions.

If the insurer is not able to rescind or cancel because it would have concluded the contract even if it had been aware of the circumstances not notified, albeit on different terms conditions, such terms and conditions shall retroactively form part of the contract at the insurer's behest. If the Policyholder was not responsible for the breach of duty, the other terms and conditions shall constitute part of the contract from the current period of insurance.

If due to amendment of the contract the premium is increased by more than 10% or if the insurer excludes cover for the circumstance not notified, the Policyholder is entitled to cancel the contract without notice within a month of receiving the insurer's communication.

The insurer must enforce its rights under Items 23.2 and 23.3 within one month and in writing. The period commences from the time it becomes aware of the breach of the duty to notify on which the right it has exercised is based. It shall notify the circumstances that support its declaration; it may subsequently specify other circumstances in support of its declaration provided the one-month time limit for these has not expired.

The insurer shall only be entitled to rights in accordance with items 23.2 and 23.3 provided it has advised the Policyholder of the consequences of a breach of its duty to inform by separate communication in text form.

The insurer may not invoke the rights referred in items 23.2 and 23.3 if it was aware of the risk circumstance not notified or the inaccuracy of the notification.

23.4 Contestation

The right of the insurer to contest the contract on the grounds of fraud is not affected. In the event of contestation, the insurer is entitled to that portion of the premium that corresponds to the policy period that elapsed before the declaration of contestation became effective.

24. Obligations prior to occurrence of the insured event

The Policyholder shall eliminate particularly risk-aggravating circumstances at the insurer's behest within a reasonable period of time. This shall not apply insofar as their removal is unreasonable in consideration of the mutual interests. A circumstance that has resulted in a loss is per se considered particularly risk-aggravating.

25. Obligations subsequent to occurrence of the insured event

25.1 Each insured event is to be immediately reported to the insurer, even if no claims for damages have at that point been asserted. The same applies when liability claims are enforced against the Policyholder.

25.2 The Policyholder shall as far as possible seek to avoid or minimise the loss, follow the insurer's instructions insofar as this is reasonable for the Policyholder. It shall give detailed and truthful loss reports to the insurer and help it to determine and settle the loss. All the circumstances deemed by the insurer to be material for processing of the claim shall be advised and all the documents required for such purpose forwarded.

25.3 If a liability claim is asserted, prosecuting authority, administrative or court proceedings instituted, a default summons issued or court action brought against the Policyholder, it shall also notify this immediately.

25.4 The Policyholder shall file an objection or other judicial remedy required against a default summons or compensation order issued by administrative authorities within the stipulated period. The insurer's instructions shall not be required.

25.5 If a liability claim is asserted against the Policyholder by judicial process, it shall leave the conduct of the proceedings to the insurer. The insurer shall instruct a lawyer on behalf of the Policyholder. The Policyholder shall give the lawyer power of attorney and all the information necessary and make the documents required available.

26. Legal consequences of a breach of obligations

26.1 If the Policyholder is in breach of a contractual obligation it has to fulfil prior to occurrence of the insured event, the insurer is entitled to cancel the contract without notice within a month of becoming aware of such breach. The insurer is not entitled to cancel if the Policyholder proves that the breach of obligations was due neither to deliberate intent nor gross negligence.

26.2 If an obligation under this contract is deliberately breached, the Policyholder forfeits its cover. In the event of grossly negligent breach of an obligation, the insurer is entitled to reduce its indemnification in proportion to the degree of fault attributable to the Policyholder.

In the event of a breach of the duty to notify or clarify after the occurrence of an insured event, complete or partial discontinuation of cover shall be subject to the insurer's having advised the Policyholder by separate communication in text form of such legal consequence.

If the Policyholder proves that it was not in breach of the obligation due to gross negligence, cover shall be maintained.

Cover shall also be maintained if the Policyholder proves that there was no causal link between breach of the obligation and the occurrence or establishment of the insured event nor the establishment or extent of indemnification incumbent upon the insurer. This does not apply in the event of a fraudulent breach of obligation (Obliegenheit) by the Policyholder.

The above provisions shall apply regardless of whether the insurer exercises a right of cancellation in accordance with item 26.1. **E Further provisions**

27. Co-insured person

27.1 If the insurance also extends to liability claims against persons other than the Policyholder itself, all of the provisions are accordingly applied to the co-insured person. The provisions related to preliminary insurance (Item 4) do not apply if the new risk only occurs to a co-insured person.

27.2 Only the Policyholder is entitled to exercise the rights arising from the insurance contract. The Policyholder is responsible for fulfilling the obligations together with the other persons insured. Prior to its final determination, the claim for indemnification may be neither assigned nor pledged without the insurer's consent. A pledge to the third party claimant is admissible.

28. Non-assignability

Prior to its final determination, the claim for indemnification may be neither assigned nor pledged without the insurer's consent. A pledge to the third party claimant is admissible.

29. Notices, declarations of intent, change of address

29.1 All of the declarations and notifications to the insurer must be sent to the main office of the insurer shown on the insurance certificate or in its amendments as the responsible, indicated business office.

29.2 If the Policyholder has not notified the insurer of a change of address, the forwarding of a registered letter to the last address known to the insurer is deemed sufficient declaration of intent to the Policyholder. The declaration shall be deemed to have been received three days after the letter has been despatched. This applies mutatis mutandis if the Policyholder's name changes.

29.3 If the Policyholder has concluded the cover for his/her business, if the commercial address changes, the provisions under item 29.2 shall apply mutatis mutandis.

30. Limitation

30.1 Claims under the insurance contract shall be time-barred after three years. The period is calculated in accordance with the general provisions of the German Civil Code.

30.2 If a claim under the policy has been notified to the insurer, the notification time limit is suspended from notification until the date on which the insurer's decision is received by the claimant in text form.

31. Competent jurisdiction

31.1 If proceedings are instituted against the insurer under the insurance contract, jurisdiction is determined by the insurer's registered office or the branch office responsible for the insurance contract. If the Policyholder is a natural person, the court in whose district the Policyholder has his/her place of residence or, in the absence thereof, usual abode when proceedings are instituted also has the relevant jurisdiction.

31.2 If the Policyholder is a natural person, proceedings against him/her under the policy shall be instituted in the court with jurisdiction for his/her place of residence or, in the absence thereof, usual abode. If the Policyholder is a legal person, the competent jurisdiction shall also be determined by the Policyholder's registered office or branch. This also applies if the Policyholder is a commercial partnership, limited partnership, company constituted under civil law or registered partnership.

31.3 If the place of residence or usual abode is not known at the time the proceedings are instituted, competence for jurisdiction in proceedings against the Policyholder under the policy are determined by the insurer's registered office or the branch office responsible for the policy.

32. Applicable law

This contract is subject to German law.

Special provisions for motorsports liability insurance

Part A - General Provisions

1. Provisions related to the contract

1.1 General Contract Provisions

The mutual rights and obligations from this contract as well as the contents and scope of the insurance cover are determined in accordance with:

- (1) The General Insurance provisions for Liability Insurance (AHB)
- (2) Contract section A (general provisions)
- (3) Contract section B (motorsports liability risk)
- (4) Contract section C (environmental risk)
- (5) Contract section D (environmental damage risk)

1.2 Contract structure

The insurance protection is oriented to damages from implementing events solely under the provisions of contract sections A and B as well as the AHB.

For damages due to environmental risk, the provisions of contract sections A and C and AHB apply.

For damages due to environmental damage risk, the provisions of contract sections A and D and the AHB apply.

1.3 Severability clause

The ineffectiveness of individual contract provisions or parts of individual contract provisions does not affect the effectiveness of the rest of the contract or the remaining contract provisions.

Part B - Motorsports liability risk

1. Insured risk

1.1 Insurance cover extends to statutory liability of the event sponsor (Policyholder)

- from conducting the event;
- as an owner or user of a grandstands system - for movable grandstands, including installation and dismantling - as long as the grandstand has been removed by the police, and the approved number of spectators indicated in the design plan and police approval provisions has not been exceeded;
- over and above its statutory claims reimbursement obligation for the restoration of damages to streets, paths and property (ground damage in the sense of the VwV in Section 29 of the StVO) in the Federal Republic of Germany. The sponsor is to participate at 50% for ground damage if the insurer must make payments. The insurer however pays up to a maximum of € 3,500 per event; for enduros, at most € 1,000 per event; any additional claims must be fulfilled by the sponsor. There is no insurance cover damages of this type for rallies;
- over and above statutory claims reimbursement obligations for the restoration of damages to crash barriers, safety fences and guiding devices. The sponsor is to participate at 50% if the insurer must make payments. The insurer however pays up to a maximum of € 3,500 per event; any additional claims must be fulfilled by the sponsor.
- This insurance cover applies mutatis mutandis to hall events to the degree that they were caused by the sponsor or participants.

1.2 The federal government, states, communities and community associations are free of compensation claims which are collected by participants or third parties due to legal liability provisions on the occasion of the event.

2. Insured persons

2.1 Insurance is also extended to personal statutory liability

2.1.1 the **sports commissioners, the sports managers and other persons** who have been contracted by the sponsor with the organisation and implementation of the event for the liability due to responsibility in this capacity (insured persons);

2.1.2 the driving assistants (to the degree prescribed and/or arranged);

2.1.3 if agreed, the participants (insured parties: driver, driver assistant, vehicle holders and owners as well as skiers for Ski-Joring);

This insurance cover applies to races, rallies and other events with evaluation tests of best times only to the race track for the installed evaluation tests (targeting high speed). For rallies, the liability cover begins at drive into the control zone (yellow sign, "advanced notice , time control") at the start of an evaluation test for best time, and begins at the end of the control zone (beige sign, "End of control zones") at the goal of an evaluation test for best time.

Liability insurance for licensed vehicles in races

Vehicle liability insurance ends if there is early withdrawal of a vehicle (participant liability insurance) for vehicles which are approved for road travel at the time of the withdrawal from the race.

Liability insurance for non-licensed vehicles in races

Insurance cover begins for non-licensed vehicles with the start of the unloading procedure from the transport vehicle; it ends with the end of loading it onto the transporter.

All vehicle movements in the paddock, driving from the paddock to the start and from the goal back to the paddock are also insured. If public roads are to be crossed, these must be properly blocked off. If other insurance cover exists, this assumes priority in the case of an insured event. Vehicle liability insurance ends if there is early withdrawal of a vehicle (participant liability insurance) at the end of loading onto the transporter, but at the latest at the time of the ending of the event.

Minimum insurance sums for automobile rallies

Every motor vehicle owner must prove with licensing of the vehicle at the start that he has concluded liability insurance for his motor vehicle with a minimum liability insurance sum. He is additionally obliged to do so by law.

For automobile rallies that are insured by the SRC Special Risk Consortium GmbH, for which there are driving routes that do not include evaluation tests and do not aim to achieve highest speeds, all participants must have owner and driver liability insurance. This insurance only applies subsidiarily; other insurance policies take precedence.

Up to € 2,500,000 for personal injury per person (maximum € 7,500,000), € 1,000,000 for property damage, € 50,000 for financial loss for German driving routes. At the start, the sponsor must check to ensure that there is sufficient liability insurance cover. For events and practice runs in which the aim is to achieve highest speed, insurance cover is provided exclusively over the liability cover of the participant.

- 2.1.4 The insurance cover as per Item 2.1.3 applies in an analogue fashion to damages which are caused by a participant by using a water vehicle during an event.
- 2.1.5 Excluded are liability claims from personal injuries which have to do with work accidents and occupational diseases in the Policyholder's operations as per Social Law Book VII. The same applies to service accidents as per civil service rules which occur in exercising or as a consequence of the service of civil servants at the same departments.
- 2.2 Also insured are liability claims
 - 2.2.1 from the legal representatives of the sponsor (Board directors) among themselves if the damages are caused under a circumstance for which the impacted legal representative is not personally responsible,
 - 2.2.2 the persons named in Item 2.1.1 among themselves and against sponsors and participants (Items 2.1.3 and 2.1.4);
 - 2.2.3 driving assistants.
 - 2.2.4 Liability claims by participants (Items 2.1.3 and 2.1.4) among themselves and against the sponsor are only co-insured if all participants have signed an **effective** liability waiver (such as according to the recommendation of the DMSB).
- 2.3 Statutory liability of the Policyholder due to contracting outside companies or subcontractors is also insured. Personal liability of outside companies or subcontractors and their operations' staff is not insured.

3. Insurance of rental property damage

- 3.1 Included is - in deviation to Item 7.6 of the AHB - statutory liability of the Policyholder against damages which occur to rented buildings and/or rooms (not, however, to facilities and the like) and all of the resulting financial loss, as long as it does not have to do with excluded environmental damage as per Item 7.10 b) of the AHB.
- 3.2 Included is - in deviation to Item 7.6 of the AHB - statutory liability of the Policyholder due to rental property damage from other causes to unmovable goods and all of the resulting financial loss. Within the property damage cover, there is a highest reimbursement of € 50,000 per insurance case, limited to the simple amount for all insured events for the duration of the event. Insurance cover exists for damage to guard rails, fences and other approved guiding devices under the terms of Item 1.1 of these conditions.
- 3.3 The following liability claims are excluded:
 - Wear and tear and excessive stress, as well as due to other damages which can occur as the inevitable consequence of an operational or event-related activity or event;
 - Damages to heating, machine, boiler and hot water provision facilities as well as to lifts of all kinds and to electrical and gas equipment;
 - glass damage, to the degree that the Policyholder can specially insure against this;
 - damages as a consequence of mould formation;
 - due to damages from vandalism and/or demonstrations. This exclusion does not apply to damages as per Item 3.1;
 - from partners of the Policyholder; from natural and legal persons who are connected to the Policyholder or his partners related to capital and/or personal connections; for family members of the aforementioned persons and family members of the Policyholder (Item 2.4.1 does not apply in this case). To the circle of family members, see Item 7.5 (1), paragraph 2 of the AHB;

as well as all financial loss arising from the above.

Excluded are, in addition, are items under waiver of recourse in accordance with an agreement with the fire insurer with rights of recourse related across general insurance areas.

4. Co-insurance of supporting programs

Motorsports supporting programs can be co-insured. This requires giving a detailed description when applying for the extended liability insurance cover.

5. Beginning and end of insurance cover

- 5.1 Insurance cover applies in the context of the insurance concluded for the event from the day of technical acceptance at midnight to the day of the award ceremony at midnight in accordance with the approved and registered announcement.
- 5.2 Installation and dismantling work which is in direct connection to the insured event, is also insured from the day of the policy conclusion by the insurer at a maximum of seven days before and three days after the event. Questions about the amount of cover and extensions can be directed to SRC Special Risk Consortium GmbH.
- 5.3 For annual insurance, the insurance cover begins at the named beginning, but at the earliest after the insurer receives the application. If arranged, the insurance contract is closed first to December 31. It extends after that tacitly from year to year unless it has been terminated on time one month before its expiration.

6. Obligations

- 6.1 Every insured event must be reported to the insurer immediately, at latest within one week, in writing.
- 6.2 To the extent agreed, the Policyholder must immediately submit to the insurer after conclusion of the event the requested information (such as a closing report, invoice document, starter list, among others), at latest within two weeks, in writing. If this is not done in time, the insurer can levy a processing fee of € 25 with the final invoice.

6.4 For events on permanent racetracks and airports (such as circuit racing, mountain racing, power tests, race training, driver training, slaloms, etc.), the sponsor is obligated to drive on the route before the event - and if necessary, also during it - and in every case after the event to drive through it and determine for himself whether and which route facilities, especially, if applicable, guardrails, were damaged. The sponsor must prepare a status report for this which is to be submitted to the insurer if there are damages. The sponsor is generally obligated in the context of his contractual obligations to do everything which can serve to clarify and limit the damages which occurred, and to minimise the damages.

6.5 Indoor kart events and training operations are only insured if the relevant track has been accepted by the DMSB or another organisation, and that a course acceptance protocol has been submitted. The vehicles must be approved for indoor tracks as per DMSB.

If one of these obligations is breached, the insurer is free of its obligation of payment to the Policyholder.

Note:

Make no payment without prior discussion with your insurer to the damaged parties, and in particular do not admit to guilt.

7. Co-insurance of financial loss

7.1 Financial loss - data protection

Also insured is statutory liability due to financial loss in the sense of Item 2.1 of the AHB due to insured events which occur during the effective insurance period from breaching data protection laws through misuse of personal data.

7.2 Other financial loss

7.2.1 Also insured in the context of the agreed cover amount for property damage is statutory liability due to financial loss in the sense of Item 2.1 of the AHB due to loss events which occur during the effective period of the insurance.

7.2.2 Excluded are liability claims due to damages

- a) Which were caused by goods which were manufactured or delivered by the Policyholder (or contracted by it or for its account from third parties), delivered works or other services;
- b) through constant emissions (such as noises, smells or vibrations);
- c) through planning, consulting, construction or installation management, testing or expert activities;
- d) due to advice, recommendations or instructions to economically associated companies;
- e) due to brokerage activities of all types;
- f) due to giving information, translation as well as through travel brokerage or travel events;
- g) due to activities in connection with money, credit, insurance, property, leasing or similar commercial transactions, from payment processes of all types, treasury as well as embezzlement and misappropriation;
- h) due to breaches of commercial property rights and inventor's rights as well as cartel or competitive rights;
- i) due to not meeting deadlines, schedules, estimates and budgets;
- j) intentional deviation from legal or supervisory regulations, from instructions or conditions of clients or other intentional breach of obligations;
- k) loss of property, and also, for example, money, securities and valuables.

8. Foreign damages

8.1 Included are within the scope of Items 1 and 2 of these provisions - notwithstanding Item 7.9 of the AHB - statutory liability due to loss events occurring abroad which are in direct connection with the event.

An exception to this are insured events in the USA and Canada.

8.1.1 Payments by the insurer shall be in euros.

8.1.2 If the place of payment is outside the countries that belong to the European Monetary Union, the insurer's obligations are deemed to have been fulfilled from the time payment of the Euro amount has been initiated at a bank situated within the European Monetary Union.

8.1.3 Notwithstanding item 6.5 of the AHB, the insurer's expenditure in respect of costs shall be deducted as payments under the limit of indemnity.

The following constitute costs:

lawyers, experts, witness and legal costs, expenditure to avoid or minimise the loss at the time of or after occurrence of the insured event and the costs of determining the loss, as well as travel expenses not incurred by the insurer itself. This also applies if such costs have arisen on the insurer's instructions.

8.2 Excluded are claims

8.2.1 from work accidents if they can be insured in the context of social insurance or another special form of insurance for work accidents. What is insured in the context of this contract, however, are statutory recourse claims from foreign carriers of such insurance policies;

8.2.2 claims arising out of the occupational diseases of persons recruited by the Policyholder abroad or assigned to perform work there. Included are, however, liability claims due to occupational diseases which are subject to the provisions of the Social Law Book, Part VII (see Item 7.9 of the AHB).

8.3 Numbers 8.1.1 to 8.1.3 also apply to claims which concern domestic insured events, but have been enforced by foreign courts. Claims which are enforced by courts in the USA or Canada remain excluded.

9. Possession, holding and using motor vehicles

9.1 Statutory liability of the Policyholder is insured due to damages from the possession, holding and use of motor vehicles and trailers within and outside the event property - as long as there is no official prohibition against it - in the context of the event in accordance with the following provisions:

9.1.1 Motor vehicles not requiring licenses and/or insurance, self-driving work machines and trailers.

Also insured are claims due to damage from the possession, holding and use of motor vehicles of all types and trailers which are subject to the provisions of the Street Traffic Licensing Regulation (StVZO) and the Obligatory Insurance Law (PflVG) which are not subject to licensing and/or insurance, as long as these are:

- motor vehicles whose design-limited top speed does not exceed 6 km/hour;
- self-driving work machines and forklifts whose top speed does not exceed 20 km/hour;

- trailers, as long as these are not used in connection with a tractor requiring licenses or insurance;

the vehicle may only be used by an authorised driver. An authorised driver is the person who can use the vehicle with the knowledge and consent of the authorised persons. The Policyholder is obligated to ensure that the vehicle is not used by a driver who does not have the required driving licence.

- 9.1.2 The insurer does not pay for damages as long as the damages that occur are paid for by another insurance contract or can be claimed from a third party.

10. Exclusions

The following liability claims are not covered:

- 10.1 against people (Policyholder or each co-insured party) who caused the damages through conscious breach of legal, regulatory or other obligations with flammable or explosive materials;
- 10.2 due to damages to commission goods;
- 10.3 per Art. 1792 et seq and 2270 and the connected rights of recourse as per Art. 1147 of the French Code Civil or equivalent provisions in other countries;
- 10.4 due to activities which cannot be counted toward the insured event nor to the insured risk;
- 10.5 from the manufacture, processing or conveyance of dynamite or storage for wholesale purposes as well as due to events or setting off fireworks;
- 10.6 through the possession or operation of routes to convey people or goods as well as from independent and non-independent participation in train operation.
- 10.7 Force Majeure
- 10.7.1 Not insured are liability claims due to damages, losses, costs or expenses which are directly or indirectly caused by, result from or are in connection with:
- a) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power;
 - b) or any act of terrorism.

An act of terrorism means in the sense of this provision, an act, including the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological, or ethnic purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

The same applies to damages due to Force Majeure, as well as caused by elementary force of nature.

- 10.8 Motor vehicles, motor vehicle trailers and water vehicles
- 10.8.1 Not insured are liability claims due to damage which are caused by the Policyholder, a co-insured party or a person who has been appointed or contracted by it has caused through the use of a motor vehicle or motor vehicle trailer (see however Item 9).
- 10.8.2 Not insured is liability due to damages which the Policyholder, a co-insured party or a person who has been appointed or contracted by it has caused through use of a water vehicle or those claimed against it as a holder or owner of a water vehicle (see however Item 2.1.4).
- 10.8.3 If there is no insurance cover under these provisions for an insured party (Policyholder or co-insured party), this also applies to all other insured parties.
- 10.8.4 An activity by the persons named in Items 10.8.1 and 10.8.2 with a motor vehicle, motor vehicle trailer and water vehicle is not a use in the sense of these provisions if none of these persons is a holder or owner of the vehicle, and if the vehicle is not put into operation.
- 10.9 Air and space vehicles
- 10.9.1 Not insured are liability claims due to damages that the Policyholder, a co-insured party or a person who has been appointed or contracted by it has caused, through the use of an air or space vehicle or which was used by him as a holder or owner of an air or space vehicle.
- 10.9.2 If there is no insurance cover under these provisions for an insured party (Policyholder or co-insured party), this also applies to all other insured parties.
- 10.9.3 Not insured are liability claims from
- a) planning or design, manufacture or delivery of air and space vehicles or parts for air and space vehicles, as far as the parts are clearly specified for the construction of air or space vehicles or installation in air or space vehicles;
 - b) activities (such as installation, maintenance, inspection, revision, repair or conveyance) of air or space vehicles or their parts;

and due to damages to air or space vehicles which have to do with these conveyed goods, the passengers and all resulting financial losses as well as due to other damages from air or space vehicles.

11. Subsidiary liability

Insurance cover is provided in participant liability insurance for non-licensed motor vehicles; for licensed motor vehicles only to the degree that there is no payment obligation for the existing vehicle motor vehicle liability insurance as per A 1.5 2) of the AKB.

12. Cancellation of an event

Should an event be cancelled due to the weather or for another reason, the Policyholder is obligated to inform the insurer of this before the actual start of the event. In this case, the premium is reimbursed. The insurer has, however, a claim to a business fee of € 25.

13. Radiation damage

- 13.1 Included is - notwithstanding Item 7.10 (b) and Item 7.12 AHB - statutory liability from

- Insurance cover-free work with radioactive materials;
- possession and use of X-ray devices and emitters, laser and maser devices.

If this inclusion also includes damages through environmental impacts, there is no insurance cover from environmental liability basic insurance.

13.2 The following liability claims are excluded:

- due to damage following change to genes which occur in the second generation or later;
- due to personal injury of those people who, regardless for whom or on whose behalf, due to professional or scientific occasions in the Policyholder exercising an activity and through this, must accept hazards due to high-energy ionising radiation;
- to every Policyholder or insured party who has caused damage due to conscious deviation from laws, regulations, official orders or dispositions related to radiation protection.

14. Deductible

14.1 There is a deductible of € 1,000 per loss event for rally events for damage by motor vehicles to the track posts and sports grounds.

14.2 The Policyholder must pay a deductible of € 500 per loss event for any extended rental property damage as per Item 3.

14.3 Special deductibles for ground damage, guardrail damage, etc. are specified under Item 1.1 of these provisions.

15. Annual training

15.1 Insurance cover extends to training operations on routes and areas which are blocked from public traffic (public areas must be properly blocked off; private areas must be sufficiently indicated using appropriate signs).

15.2 The training area must be named to the insurer with information about its situation. The sponsor must notify whether it is the owner, renter, lessor or usufruct of the training area.

15.3 The training times are determined by the club.

15.4 Those with rights to participate are listed on the insurance certificate. No registration is required.

15.5 Those with rights to participate in training are all participants who have signed an **effective** waiver of liability (such as according to the recommendation of the SRC). For minors, the signature of a legal guardian is required for the waiver of liability. The waiver of liability is valid for the current sports year. The waiver of liability must be kept by the club.

15.6 The training operation may not be converted to a competition. No contests may be conducted during training operations. No entry tickets may be sold.

16. Innovation clause

Should the underlying General Terms and Conditions of Insurance for Liability Insurance (AHB) or the Special Provisions and Risk Descriptions for Motorsports Liability Insurance be changed solely for the advantage of the Policyholder without additional premium, the new provisions apply as well to this contract with immediate effect.

Part C - Environmental liability risk

1. Insured subject matter

- 1.1 Insurance cover depends on the General Terms and Conditions of Insurance for Liability Insurance (AHB) and the following agreements.
- 1.2 Insured is - notwithstanding Item 7.10 (b) of the AHB - statutory liability under private law of the Policyholder for personal injury and property damage due to environmental impact on soil, air and water (including wastewater) if this environmental impact is not or has not been caused by facilities or activities which fall under Item 2.
- Also insured are financial losses as per Item 2.1 of the AHB from the breach of appropriation rights, the right to set-up and exercised commercial operation, water rights or rights of use under water law. These are handled as property damage.
- 1.3 Insurance cover also exists if stored materials are affected in their use coming into contact in the spatial and objective connection with insured facilities in soil, air or water (including wastewater), without these being introduced or initiated. Insurance cover is also provided for liability due to damages to a third party which occur by the material coming into contact with wastewater and with these into waters.

2. Risk limitation

Not insured is liability due to environmental impacts in

- 2.1 Federal Water Act facilities
- Policyholder's facilities which are specified to produce, process, store, deposit, convey or lead away water-polluting materials (Federal Water Act facilities). Excepted from these are those Federal Water Act facilities which are listed in Appendix 1 or 2 in the Environmental Liability Law (UmweltHG), wastewater facilities, impact on waters as well as damage due to wastewater.
- Small containers to 50 litres/kg per individual container are not deemed to be facilities in the sense of this item, so long as the entire volume of all individual containers does not exceed 500 litres/kg. For this, there is insurance cover under Item 2.7.
- 2.2 UHG [Environmental Liability Law], Appendix 1
- Policyholder's facilities as per Appendix 1 in the Environmental Liability Law (UmweltHG facilities). Exceptions to these include wastewater facilities, impact on waters as well as damages due to wastewater.
- 2.3 Other facilities requiring licenses or declarations
- Policyholder's facilities which are subject to the provisions of a licensing or disclosure obligation serving to protect the environment, as long as these are not Federal Water Act or UmweltHG facilities. Exceptions to these include wastewater facilities, impact on waters as well as damages due to wastewater.
- 2.4 Wastewater facilities/ risk of impact
- The Policyholder's wastewater facilities or bringing in or putting materials in wastewater or impacts on waters in such a way that physical, chemical or biological qualities of the waters are changed by the Policyholder (wastewater facilities and impact risk).
- 2.5 UHG [Environmental Liability Law], Appendix 2
- Policyholder's facilities as per Appendix 2 in the Environmental Liability Law (UmweltHG facilities/obligatory insurance).
- 2.6 Qualified environmental product/risk of recourse
- Planning, manufacture, delivery, assembly, dismantling, care and maintenance of facilities as per Items 2.1 to 2.5 or parts which are clearly specified for facilities as per Items 2.1 to 2.5, as long as the Policyholder is not itself the owner of the facilities.

3. Insured event

An insured event is - notwithstanding Item 1.1 of the AHB - the verifiable determination of personal injury (death, injury or health damage to people), property damage (damage or destruction of goods) or one of the financial losses which is insured as per Item 1.2 through the victim, another third party or the Policyholder. The insured event must have occurred during the effective period of the insurance. It is irrelevant whether the cause or extent of the loss or any liability claims potential was evident at that point in time.

- 4.1 The insurer replaces it even without an insured event having occurred,
- after a disruption of the operation or
 - due to an official order
- Expenses incurred by the Policyholder for measures to prevent or minimise otherwise unavoidable personal injury, property damage or insured financial loss as per Item 1.2. Determination of the business disruption or an official order must be covered by the insurance, whereby the earlier point in time is decisive.
- 4.2 Expenses due to official orders in the sense of Item 5.1 are assumed under the conditions named there without prejudice to the fact that the measures are executed by the Policyholder or performed by the authorities by way of replacement.
- 4.3 The Policyholder is bound
- to report to the insurer the determination of such as disruption to operations or an administrative order and to do everything necessary to limit expenses to the amount which is necessary and objectively suitable to prevent the occurrence of damages or to minimise the scope of damages and, upon request from the insurer, to submit on-time objections to administrative orders or to coordinate the measures to take with the insurer.
- 4.4 If the Policyholder intentionally breaches one of the obligations set forth in Item 4.3, it will be compensated according to the agreed total amount only to the necessary and objectively suitable expenses in the context of the expenses as set forth in Item 4.
- If the Policyholder breaches one of the obligations set forth in Item 4.3 due to gross negligence, the insurer has the right to reduce any expenses which are over and above the necessary and objectively suitable expenses to the degree that the severity of the Policyholder's culpability is involved; the burden of proof for the non-presence of gross negligence is on the Policyholder.

In deviation to paragraphs 1 and 2, the insurer is obligated to compensate for any expenses beyond what is necessary and objectively suitable if the breach of obligations is not the cause of the scope of the insurer's payment obligations.

4.5 Expenses will be reimbursed in the context of the agreed cover amount and the highest annual payments up to a total amount of 20% of the agreed cover amount per disruption of operations or administrative order per insurance year, but only to twice this sum.

If damages occur despite implementing measures, the expenses to be reimbursed by the insurer will be counted against the cover amount for the insured event unless the compensation for these expenses are in the framework of the top annual payment from earlier insurance years was actually reduced for insured events.

4.6 Those items which cannot be reimbursed are, in these cases, expenses for averting - also to the degree that these cover the expenses in Item 4.1 - for retention, repair, renovation, retrofit, securing or rehabilitating the Policyholder's operating facilities, property or property (also rented, leased, leasehold and equivalent); also for such that was earlier owned or possessed by the Policyholder.

However, expenses are reimbursed to avert or minimise an otherwise unavoidable occurring personal injury, property damage or, as per Item 1.2, co-insured financial damage if the Policyholder's operating equipment, property or goods which are not impacted by environmental impact, must be impacted. Any improvements in value are to be deducted.

5. The following items of property are not covered:

5.1 Claims due to damage which occur because of or occur that, when working with water polluting materials, these are vibrated, dripped, drained, steamed, evaporated or enter the soil or the waters through these or similar processes. This does not apply if such processes impact disrupting operations.

5.2 Claims due to damages which occur due to operationally unavoidable, necessary or accepted environmental impacts.

This does not apply if the Policyholder provides proof that he did not know under state of the art at that point in time the environmental impact which caused the damages under the circumstances of the individual case that such damages could have been recognised.

5.3 Claims due to damages which occurred before the start of the insurance contract.

5.4 Claims due to damages for which insurance cover existed under the terms of earlier insurance contracts, or could have been requested.

5.5 Claims due to damages which resulted from the Policyholder having purchased or taken into possession the property after the start of the insurance relationship which, at this time, had already been impacted by an environmental impact.

5.6 Claims due to damages from ownership, possession or operation of facilities or systems for final disposal of waste.

5.7 Claims due to damages which occur through products which were manufactured or delivered by the Policyholder, through work or other services after executing the service or after finishing the work (product liability risk).

5.8 Claims due to damages which occur due to waste which is produced or delivered by the Policyholder after delivery.

5.9 Claims against people (the Policyholder or any co-insured person) which caused the damages due to the fact that they consciously deviated from laws, regulations or court-ordered official orders or decrees which serve to protect the environment.

5.10 Claims against people (the Policyholder or any co-insured person) who caused the damages in such a way that they consciously refrained from executing the guidelines or instructions for use given by the manufacturer or to be adhered to as state of the art for use, regular checks, instructions or maintenance or consciously did not implement necessary repairs.

5.11 Claims

- due to mining damages (in the sense of Section 114 of the BBergG), to the degree that it has to do with damage to property, its components and accessories.

- due to damage in mining operations (in the sense of Section 114 of the BBergG) through thundering weather, water and carbonic acid penetration as well as carbon dust explosions.

5.12 Claims due to damage as a consequence of changing the deposits or groundwater or its flow behaviour.

5.13 Claims due to damage which can be demonstrated to have been caused by war events, other hostile actions, revolt, internal unrest, general strike, illegal strike or directly attributable to actions or decrees of a sovereign nature; the same applies to damages caused by Force Majeure, to the degree that they were effected by elementary natural forces.

5.14 Claims due to damages which the Policyholder, a co-insured person or a person ordered or contracted by them have caused through the use of a motor vehicle or motor vehicle trailer.

Liability is not insured due to damages which have been caused by the Policyholder, a co-insured person or a person ordered or contracted by them through the use of a water vehicle, or which they have used in which they are holders or possessors of a water vehicle.

If there is no insurance cover under these provisions for an insured party (Policyholder or co-insured party), this also applies to all other insured parties.

An activity conducted by one of the persons under the aforementioned paragraphs 1 and 2 with a motor vehicle, motor vehicle trailer and water vehicle is not use in the sense of this provision if none of these people are holders or possessors of this vehicle, and if the vehicle was not put into operation.

If, in the context and scope of the contract a deviating rule is agreed, this exclusion does not apply to that extent.

5.15 Claims due to damages which the Policyholder, a co-insured person or a person ordered or contracted by them have caused through the use of an air or space vehicle, or for which they have used as a holder or possessor of an air or space vehicle.

If there is no insurance cover under these provisions for an insured party (Policyholder or co-insured party), this also applies to all other insured parties. Not insured is liability for

- planning or design, manufacture or delivery of air or space vehicles or parts for air or space vehicles, as long as the parts are clearly specified for construction of air or space vehicles or installation into air or space vehicles;

- activities (such as installation, maintenance, inspection, overhaul, repair or conveyance) of air or space vehicles or air or space vehicle parts, due to damage to air vehicles which were caused with these conveyed objects, the passengers as well as other damages which were caused by the air vehicles.

6. Cover amounts/maximisation/visual damage clause/deductible

6.1 The cover amount is, for each insured event, a fixed sum for personal injury, property damage as well as the co-insured financial loss as per Item 1.2 of the amount named on the insurance certificate.

This cover amount also forms the highest reimbursement amount from the insurer for all such insured events over an insurance year.

6.2 The given cover amount forms the highest limit for each insured event for the scope of insurer's payments. This also applies if cover extends to more than one indemnifiable person.

Multiple insured events which occur during the effective period of the insurance

- from the same environmental impact
- from several directly related to the same cause or directly related to the same causes of environmental impact, if there is an internal, especially factual and temporal connection between the same causes,

apply, irrespective of their actual occurrence, are considered to be an insured event that is deemed to have occurred at the time of the first insured event.

Item 6.3 AHB is deleted.

6.3 The Policyholder must bear the deductible described in the insurance certificate for every insured event.

This also applies to expenses as per Item 5.5.

7. Extended liability

7.1 If the insurance relationship ends due to the complete or permanent discontinuation of the insured risk or through termination by the insurer or the Policyholder, the insurance cover continues to exist for such personal injury, property damage or co-insured financial loss as per Item 1.2 which occur during

7.2 the effective period of the insurance, but was not determined at the point in time of the end of the insurance relationship, with the following provisos:

- the insurance cover applies for a period of three years from the point in time of the end of the insurance relationship.
- insurance cover exists for the entire extended liability period in the context of the insurance scope at the end of the insurance relationship in the amount of the unused portion of the ceiling cover for the insurance year in which the insurance relationship ends.

7.3 The rules for Item 8.1 apply mutatis mutandis for the case that, during the term of the insurance relationship, an insured risk partially discontinues, with the proviso that at the time of the discontinuation the insured risk is stopped.

8. Foreign insured events

8.1 Included in the scope of Item 1 of these provisos - notwithstanding Item 7.9 of the AHB - are also insured events occurring abroad,

- which can be traced back to a domestic environmental impact.
- on the occasion of business trips or participation in exhibits and trade fairs

8.2 Only due to express agreement, the following are included in the scope of Item 1 of these provisos - notwithstanding Item 7.9 of the AHB - also those insured events occurring abroad which can be traced back to other installation, dismantling, repair, maintenance or other activities if these activities take place abroad.

about Item 8.2:

Insurance cover exists only for personal injury and property damage which are the consequence of a sudden and accidental disruption of intended operation. Expenses before the start of the insurance event as per Item 4 will not be reimbursed.

about Item 8.2.1:

A special agreement requires insurance of liability for foreign occupied plants or facilities, such as production or sales branches, warehouses and similar.

8.3 The following liability claims are excluded

8.3.1 Claims arising out of the work accidents and occupational diseases of persons recruited by the Policyholder abroad or assigned to perform work there are excluded.

Included remain, however, liability claims against the Policyholder and the persons named in Part B of Item 2 due to work accidents and occupational diseases which are subject to the provisions of the Social Law Book VII (see Item 7.9 AHB);

8.3.2 for compensation of a criminal nature, especially punitive or exemplary damages;

8.3.3 as per Articles 1792 et seq and 2270 and recourse claims in conjunction with them as per Art. 1147 of the French Code Civil or equivalent provisions in other countries;

8.4 Notwithstanding item 6.5 of the AHB, the insurer's expenditure in respect of costs shall be deducted as payments under the limit of indemnity.

The following constitute costs:

lawyers, experts, witness and legal costs, expenditure to avoid or minimise the loss at the time of or after occurrence of the insured event and the costs of determining the loss, as well as travel expenses not incurred by the insurer itself. This also applies if such costs have arisen on the insurer's instructions.

8.5 For insured events in the USA or US territories and Canada, or in the USA or US territories and Canada, the Policyholder must pay the deductible named in the insurance certificate. Costs apply as compensation for damages.

Payments by the insurer shall be in euros. If the place of payment is outside the countries that belong to the European Monetary Union, the insurer's obligations are deemed to have been fulfilled from the time payment of the Euro amount has been initiated at a bank situated within the European Monetary Union.

9. Domestic insured events which are enforced abroad

For claims which are enforced abroad, the following applies:

9.1 Claims for insurance cover are excluded

9.1.1 for compensation of a criminal nature, especially punitive or exemplary damages.

9.1.2 as per Articles 1792 et seq and 2270 and recourse claims in conjunction with them as per Art. 1147 of the French Code Civil or equivalent provisions in other countries.

9.2 Expenses of the insurer for costs - notwithstanding Item 6.5 of the AHB - are calculated as payments against the insured sum.

The following constitute costs:

lawyers, experts, witness and legal costs, expenditure to avoid or minimise the loss at the time of or after occurrence of the insured event and the costs of determining the loss, as well as travel expenses not incurred by the insurer itself. This also applies if such costs have arisen on the insurer's instructions.

9.3 For insured events which are enforced in the USA or US territories and Canada, the Policyholder must pay the deductible named in the insurance certificate. Costs apply as compensation for damages.

9.4 Payments by the insurer shall be in euros. If the place of payment is outside the countries that belong to the European Monetary Union, the insurer's obligations are deemed to have been fulfilled from the time payment of the Euro amount has been initiated at a bank situated within the European Monetary Union.

Part D - Environmental damage risk

1. Insured subject matter

1.1 Insurance cover depends upon the provisions of the General Liability Insurance Provisions (AHB) of contract section A as well as the following arrangements.

notwithstanding Items 1.1 and 7.10 a) of the AHB - the statutory mandatory public law content of the Policyholder is insured as per the Environmental Damages Law to restore environmental damages. Environmental damages are

- damages to protected species and natural habitats,
- damages to soil,
- damages to waters.

Insurance cover is also given when the Policyholder has been ordered by an official or another third party to reimburse the costs for restoration activities or obligations of the aforementioned type. This does not have to do with whether the Policyholder has been required on a public or private basis.

Exempted from insurance cover, however, are claims made against the Policyholder which can be enforced under the Environmental Damages Act or other national implementing laws under the EU Environmental Liability Directive (2004/35/EU) due to statutory liability provisions of a private nature against the Policyholder.

Insurance cover for these types of claims exists exclusively in the framework and scope of contract section A, B or C.

Insurance cover extends to the following risks and activities:

1.1.1 Systems, operating facilities, activities on own or outside properties, as long as they do not fall under Items 2.1 to 2.5,

1.1.2 manufacture or delivery of products which are not included in Item 1.1.3, after bringing to market,

1.1.3 planning, manufacture, delivery, installation, dismantling, care and maintenance of systems as per Items 2.1 to 2.5 or parts which are clearly specified for such systems if the Policyholder him/herself is not the owner of the systems.

1.2 Similar types of statutory obligation are also insured

1.2.1 for the legal representative of the Policyholder and those persons who have been employed to manage or supervise the insured operation or parts of the same, in this quality,

1.2.2 all remaining employees for damages which are caused in executing their official performance for the Policyholder.

1.3 Statutory is also insured from the use of the following vehicles not requiring insurance:

- motor vehicles and trailers without consideration of top speed which only travel on non-public paths and places;
- motor vehicles whose top speed is no more than 6 km/hour;

self-driving working machines with a top speed not greater than 20 km/hour. Self-driving working machines are vehicles which, due to their design type and their special fixtures affixed to the vehicle are able to conduct work, are not for conveying people or goods, and are suitable and belong to the type of vehicle which is specified by the Federal Minister for Traffic.

The vehicle may only be used by an authorised driver. An authorised driver is the person who can use the vehicle with the knowledge and consent of the authorised persons. The Policyholder is obligated to ensure that the vehicle is not used by an unauthorised driver.

The vehicle driver may use the vehicle on public paths or places only with the required driving license. The Policyholder is obligated to ensure that the vehicle is not used by a driver who does not have the required driving license.

2. Risk limitation

Obligations or claims due to environmental damages are not insured for

2.1 the Policyholder's systems which are specified to manufacture, process, store, remove from storage, convey or lead away water polluting materials (Federal Water Act systems). Excepted are such Federal Water Act systems which are listed in Appendix 1 or 2 of the UHG [Environmental Liability Law], wastewater facilities, impacts on waters as well as damage due to sewage.

Small containers to 50 litres/kg per individual container are not deemed to be facilities in the sense of item 2.1, so long as the entire volume of all individual containers does not exceed 500 litres/kg. For this, there is insurance cover under Item 2.8.

2.2 Policyholder's systems as per Appendix 1 in the UHG [Environmental Liability Law] (UHG systems). Exceptions to these include wastewater facilities, impact on waters as well as damages due to wastewater.

2.3 Policyholder's facilities which are subject to the provisions of a licensing or disclosure obligation serving to protect the environment, as long as these are not Federal Water Act or UmweltHG facilities. Excepted are sewage treatment plants, impacts to waters and damages due to sewage.

2.4 A Policyholder's sewage treatment plant or bringing or introduction of materials into waters or impacting waters in such a way that the physical, chemical or biological quality of the water is changed by the Policyholder (sewage treatment plants and impact risk).

2.5 Policyholder's systems as per Appendix 2 of the UmweltHG (UHG systems [Environmental Liability Law] (compulsory insurance)

3. Disruption of operations

Insurance cover exists exclusively for environmental damages which are the direct consequence of a sudden and accidental disruption which occurs during the effective period of the insurance contract for operation as per specifications by the Policyholder or third party (disruption of operations).

- 3.1 There is also insurance cover even without the presence of a disruption of operations in the context of Item 1.1.2 for environmental damages through produced or delivered products. The same applies in the context of Item 1.1.1 for environmental damages through storage, use or other handling of or with products of third parties in the sense of Item 1.1.2; insurance cover exists in the cases of sentences 1 and 2 exclusively if the environmental damages can be traced back to a design, production or instruction error in these products. However, there is no insurance cover if the error could not have been known at the time of the product being brought to market according to the state of science and technology.

4. Indemnification

- 4.1 Insurance cover includes - in deviation to Item 5.1 of the AHB - examination of statutory obligation, prevention of unjustified use and release of the Policyholder from justified renovation and cost-bearing obligations to authorities or other third parties.

Renovation and cost-bearing obligations are justified if the Policyholder is obligated due to law, legally-binding judgements, recognitions or the like for renovation and cost-bearing, and the insurer is bound to these. Recognisances and compromise settlements taken or concluded by the Policyholder without the insurer's consent are binding on the insurer only insofar as the claim would also have succeeded in the absence of recognisance or compromise settlement.

If the Policyholder's obligation to pay compensation with binding effect on the insurer is established, the insurer shall indemnify the Policyholder in respect of the third party's claim within two weeks.

- 4.2 The insurer is empowered to give all targeted declarations in the name of the Policyholder to settle the damages or to prevent unjustified use by the authorities or other third parties.

If, in the case of an insured event, an administrative procedure or legal dispute arises concerning claims for damages against the Policyholder, the insurer is authorised to conduct the legal proceedings. It will lead the administrative procedures or the legal dispute in the name of the Policyholder.

- 4.3 If in a criminal proceedings or due to environmental damages or an environmental offence, that could result in renovation and cost-bearing obligation falling under insurance cover, the appointment of a defence attorney for the Policyholder will be desired or approved by the insurer, and the insurer will bear the fees or the higher costs of the defence attorney which is specially agreed.

5. Insured costs

Insured are regulated payment scope of the following costs in the framework of Item 4.1, including necessary expert opinion, specialists, legal, witness, administrative proceedings and court costs

- 5.1 for restoration of damages on protected species, natural habitats and waters
- 5.1.1 costs for "primary restoration", i.e. for restoration measures which restore the damaged natural resources and/or impacted functions entirely or nearly entirely to their earlier status;
- 5.1.2 costs for "extended restoration", i.e. for restoration measures in relation to natural resources and/or functions with which the status is to be balanced, in which the primary restoration cannot lead to complete recovery of the damaged natural resources and/or functions;
- 5.1.3 costs for "compensatory restoration", i.e. for the activity to valence interim losses of natural resources and/or functions which occur from the point in time of the start of the damages to the point in time that the primary restoration has fully realised its effect. "Interim losses" are losses which can be traced back to the fact that the damaged natural resources and/or functions cannot fulfil their ecological tasks or functions for other natural resources as long as the measures of the primary and extended restoration have fully realised their effects.
- 5.2 for restoration of damage to the soil: the costs for the required measures which at a minimum ensure that the relevant pollutants are removed, controlled, dammed or minimised so that the damaged soil, under consideration of the present or approved future use at the time of the damages no longer poses a significant risk of an impact on human health.
- 5.3 The costs for environmental damage under Items 5.1 and 5.2 which occur to the Policyholder's properties as per Item 11.1 or to the groundwater as per Item 11.2 are only insured with special agreement.

6. Increases and extensions

- 6.1 For risks as per Items 1.1.1 to 1.1.3, insurance cover includes increases and extensions to the risks set forth in the insurance certificate and its amendments. This does not apply to risks from the holding or use of motor, air or water vehicles requiring insurance as well as for other risks which are subject to insurance or coverage requirements.
- 6.2 Insurance cover extends to increases of the insured risk through changes to existing legislation or enactments of new legislation, as long as this has to do with legal regulations on the basis of the EU Environmental Liability Directive (2004/35/EU) and that the object of this does not have to do with regulations on insurance or coverage requirements. The insurer can, however, terminate the contract under the conditions of Item 21 of the AHB.

7. New risks/compulsory cover

- 7.1 For risks as per Items 1.1.1 to 1.1.3 which occur newly after conclusion of an insurance contract, there is immediate insurance cover in the context of the contract up to an amount indicated in Item 7.4.
- 7.2 The Policyholder is obliged to notify every new risks within one month after request from the insurer. The request can also be made on the premium invoice.
- If an insured event occurs before the new risk is notified, the Policyholder must prove that the new risk only occurred after conclusion of the insurance and took place at a point in time to which the notification period had not yet expired.
- 7.3 The insurer has the right to request a reasonable premium for the new risk. If there no agreement about the amount of the premium within a period of one month after receipt of the notification, the insurance cover is dropped for the new risk back-dated to its occurrence.
- 7.2.3 For new risks, there is insurance cover in the context of the contractually agreed amount covered to agreement in the sense of Item 7.3.
- 7.4 The rule for insuring new risks as per Item 7.1 does not apply to risks
- (1) from the ownership, possession, holding or driving a power, air or water vehicle, if these vehicles are subject to approval, driving licences or insurance obligations;
 - (2) to the ownership, possession, ownership or driving trains;

- (3) which are subject to insurance obligation or compulsory cover;
- (4) which will last for less than one year and therefore are to be insured in the context of short-term insurance contracts.

8. Insured event

An insured event is, notwithstanding Item 1.1 of the AHB, the provable first determination of environmental damage by the Policyholder, responsible authorities or another third party. The insured event must have occurred during the effective period of the insurance. It is irrelevant whether the cause or extent of the loss or any liability claims potential or obligation to undertake restoration measures was evident at that point in time.

9. Expenditures prior to occurrence of the insured event

9.1 These are reimbursed, even if an insured event has not occurred;

- (1) for insurance as per Item 1.1.1 after an operating disruption to the Policyholder or a third party - in the cases of Item 3.2, also without submitting an operating disruption in accordance with an official order;
- (2) for insurance as per Item 1.1.2 after an operating disruption for a third party; in the cases of Item 3.2, also without submitting an operating disruption in accordance with an official order;
- (3) for insurance as per Item 1.1.3 after a third party's operating disruption

Policyholder's costs - or to the degree insured from third parties as per (1) to (3) - for measures to prevent or minimise an otherwise unavoidable occurring environmental damage. Determination of an operating disruption or official order must fall within the effective area of the insurance, whereby the earlier point in time is decisive.

9.2 Expenses due to operating disruptions or official orders in the sense of Item 9.1 are assumed under the conditions named there, regardless of the fact that the measures undertaken by the Policyholder or as part of replacement by the authorities are performed.

9.3 The Policyholder is bound

9.3.1 to immediately report to the insurer of its determination of such a disruption to the operations or an official order and to do everything necessary to limit the scope of the expenses which are necessary and objectively suitable to prevent the occurrence of damage or the reduce the scope of damages and, upon request from the insurer, to lodge timely objections against official orders or

9.3.2 To coordinate the actions with the insurer.

9.4 If the Policyholder intentionally breaches one of the obligations set forth in Item 9.3, it will be compensated according to the agreed total amount only to the necessary and objectively suitable expenses in the context of the expenses as set forth in Item 9.

If the Policyholder breaches one of the obligations set forth in Item 9.3 due to gross negligence, the insurer has the right to reduce any expenses which are over and above the necessary and objectively suitable expenses to the degree that the severity of the Policyholder's culpability is involved; the burden of proof for the non-presence of gross negligence is on the Policyholder.

notwithstanding paragraphs 1 and 2, the insurer remains obliged to reimburse for any expenses beyond what is necessary and objectively suitable as long as the breach is not the cause for the scope of the insurer's payments.

9.5 If, despite conducting the measures, damages occur to which the insurer's reimbursed expenses are counted toward the cover amount, unless it is the case that the reimbursement of these expenses falls within the framework of the maximum annual supplementary payment of an earlier insurance year has actually reduced the compensation for an insured event.

9.6 What cannot be reimbursed in this case are expenses - also to the degree that they cover expenses in the sense of Item 9.1 - for retention, repair, retrofitting, securing or restoring the Policyholder's operating facilities, properties or things (also leased, leasehold, rented and the like); also for those which were earlier owned or possessed by the Policyholder, also for those which the Policyholder has produced or delivered.

However, such expenses are reimbursed for the prevention or minimisation of an otherwise unavoidable occurring environmental damage, as long as the Policyholder's not impacted operating facilities, property or things must be affected. Any improvements in value are to be deducted.

10. Insurance cover/maximisation/serial damage clause/deductible

10.1 The insured amounts are the amount named in the insurance certificate for each insured event.

This insured amount also forms the highest reimbursement payment by the insurer for all insured events in an insurance year.

10.2 The given insured amount forms the high limit for each insured event for the scope of the insurer's payments. This also applies if the insurance cover extends to several persons liable for compensation or reimbursement. All costs as per Item 5 are counted toward the insured amount.

Several insured events occurring during the effective period of the insurance through

- the same impact on the environment
- several impacts on the environment directly related to the same cause
- several impacts to the environment directly related to the same causes, if between the same causes an internal, especially factual connection exists, or
- delivery of products with the same faults

apply, irrespective of their actual occurrence, are considered to be an insured event that is deemed to have occurred at the time of the first insured event.

Item 6.3 AHB is deleted.

10.3 In the context of the cover amounts named in Item 10.1 and the highest annual payments, expenses which are incurred before the entry into the insured event as per Part D, Item 9, as well as compensation for renovation costs as per Part d, Item 5.1, will be reimbursed to a total amount of 20% of the cover amount for each disruption to operations or official order. This amount is paid a maximum of two times in each insurance year.

10.4 The Policyholder must bear, for each insured event as per Item 5, the insured costs to the amount named in the insurance certificate; this also applies in the case of expenses under Item 9.

The insurer is also obligated in these cases to examine the statutory obligation and to defend against unjustified claims.

11. Exclusions

Not insured are, in addition to the exclusions already named in the AHB and in contract B Item 10, obligations or claims due to damages, regardless of whether these already have significant disadvantageous effects on the conservation status of species and natural habitats or water, or pose a risk to human health;

- 10.5 which occur to the Policyholder's properties (to soil or waters) which are owned by the Policyholder, or which stand, have stood or were rented, leased, leasehold, loaned or attained through its prohibited own powers. This also applies if this has to do with protected species or natural habitats found there;
- 10.6 to groundwater;
- 10.7 as a consequence of changing the deposit of the groundwater or its flow behaviour;
- 10.8 which occurred before the start of the insurance contract;
- 10.9 which result from the Policyholder, after the start of the insurance relationship, invested in the properties or took them into possession which at that point in time were already contaminated;
- 10.10 which occur abroad (see, however, Item 13);
- 10.11 which arise or have arisen in which, when working with materials, these materials were spilled, drained, dripped, evaporated, volatilised, or through similar processes, were released into the soil, waters or the air. This does not apply if such processes were based on an operational disruption.
- 10.12 which occur due to unavoidable, necessary or accepted impacts on the environment due to operations;
- 10.13 through the manufacture, delivery, use or release of clear sludge, manure, slurry, solid manure, plant protection, fertiliser or pesticides, unless these materials were released into the environment through sudden, accidental events unintentionally and improperly, the materials were suddenly flooded due to precipitation or drifted to other properties which were not owned by the Policyholder;
- 10.14 as a consequence of intermediate, final storage or other disposal of waste without the required official permit, with an erroneous or insufficient declaration or at a site which is not officially permitted to the required degree;
- 10.15 from ownership, possession or operation of facilities or systems for final storage of waste;
- 10.16 Insofar as such claims or obligations are made against persons (Policyholder or others insured with the Policyholder) who have caused the damage through knowingly deviating from environmental protection laws, directives, or administrative orders or ordinances that serve to protect the environment;
- 10.17 insofar as such claims or obligations are made against persons (Policyholder or others insured with the Policyholder) who have caused the damage in which they have knowingly failed to follow the guidelines or instructions regarding use, regular checks, inspections or servicing given by the manufacturer or in accordance with the current state of the art, or who wilfully failed to carry out necessary repairs.
- 10.18 through mining operations in the sense of the Federal Mining Law;
- 10.19 which can be proven to be related to war events, other hostile actions, revolt, internal unrest, general strike, illegal strike or directly attributable to actions or decrees of a sovereign nature; the same applies to damages caused by Force Majeure, to the degree that they were effected by elementary natural forces.
- 10.20 to the degree that these obligations or claims are aimed against persons who caused the damages and brought products to market with the knowledge of their deficiency or harmfulness
 - or
 - performed work or other services with this knowledge;
- 10.21 as long as these obligations or claims based on a contractual agreement or commitment go beyond the Policyholder's statutory liability;
- 10.22 which occur through disease of animals belonging to the Policyholder, or are held or sold by it. There is insurance cover if the Policyholder proves that it acted neither intentionally nor with gross negligence;
- 10.23 through the operation of nuclear facilities;

12. Extended liability

- 12.1 If the insurance relationship ends due to complete or permanent discontinuation of the insured risk or due to termination by the insurer or the Policyholder, the insurance cover continues for such environmental damages which had not been determined during the insurance relationship, with the following provisos:
 - the insurance cover applies for a period of three years from the point in time of the end of the insurance relationship.
 - the insurance cover exists for the entire extended liability period in the context of the insurance scope valid at the end of the insurance relationship and
 - in the amount of the unused portion of the insured sum for the insurance year in which the insurance relationship ends.
- 12.2 The rule of Item 12.1 applies mutatis mutandis for the case that, during the term of the insurance relationship, an insured risk partially discontinues, with the proviso that at the time of the discontinuation, the insured risk ceases to apply.

13. Foreign insured events

- 13.1 Any insured events occurring in the scope of the EU Environmental Liability Directive (2004/35/EU) are insured notwithstanding Item 7.9 of the AHB and Item 11.6, of this contractual section
 - which are attributable to operation of a system which is situated domestically or a domestic activity in the sense of Items 1.1.1 to 1.1.3. This applies to activities in the sense of Items 1.1.2 and 1.1.3 only if the system or parts or products were not clearly specified for abroad;
 - due to the occasion of business trips or participation in exhibitions and trade fairs as per Item 1.1.1

Insurance cover exists to this agree, notwithstanding Item 1.1, also for obligations or claims as per national implementing laws of other EU Member States, as long as this obligations or claims do not exceed the scope of the aforementioned EU Directive.
- 13.2 Insurance events which fall in the scope of the EU Environmental Liability Directive (2004/35/EU) are not insured,
 - which can be traced back to planning, manufacture or delivery of systems or parts in the sense of Item 1.1.3 or products in the sense of Item 1.1.2 if the systems or parts or products were clearly specified for abroad;
 - which are traced back to installation, dismantling, care or maintenance of systems or parts in the sense of Item 1.1.3 if these activities are done abroad;
 - which are based on other installation, dismantling, care, maintenance or other activities as per Item 1.1.1 if these activities are done abroad.

13.3 Systems or business premises or companies based abroad are not insured.

13.4 Payments by the insurer shall be in euros. If the place of payment is outside the countries that belong to the European Monetary Union, the insurer's obligations are deemed to have been fulfilled from the time payment of the Euro amount has been initiated at a bank situated within the European Monetary Union.

14. Cancellation subsequent to insured event

The insurance relationship can be terminated, notwithstanding Item 19.1 of the AHB, if

- a restoration payment was made by the insurer;
- the Policyholder is served in court over one of the claims for insurance cover

listed below for reimbursement of restoration activities or obligations.

fulfilled in which the amount in euros is instructed to be in a bank within the European Economic Area

Written notice of cancellation must be received by the contract partner at the latest within one month of indemnification or service of the writ.

15. Obligations with direct hazard of environmental damages and after the entering into such environmental damage

The following applies, notwithstanding Item 25 of the AHB:

15.1 Each insurance event is to be notified to the insurer immediately after the Policyholder becomes aware of it, even if no restoration or claims for costs have yet been levied.

15.2 The Policyholder is further obligated to inform the insurer in each case immediately and completely about:

the information which it is obliged to report under Section 4 of the Environmental Damages Law to the responsible authorities, official action due to prevention or restoration of environmental damage against the Policyholder, the filing of claims for reimbursement of expenses incurred by a third party for prevention, limitation or restoration of environmental damage, issuance of a warning notice, and initiation of a prosecutorial, authority or court procedure.

15.3 The Policyholder shall as far as possible seek to avoid or minimise the loss, follow the insurer's instructions insofar as this is reasonable for the Policyholder. It shall give detailed and truthful loss reports to the insurer and help it to determine and settle the loss. All the circumstances deemed by the insurer to be material for processing of the claim shall be advised and all the documents required for such purpose forwarded.

15.4 Actions and obligations in connection with environmental damages must immediately be coordinated with the insurer.

15.5 The Policyholder must make timely objection or other required legal assistance against a warning notice or administrative act in connection with environmental damages. The insurer's instructions shall not be required.

15.6 The Policyholder must leave to the insurer the lead in the procedure in opposition proceedings or court proceedings due to environmental damages. In the case of court proceedings, the insurer will appoint an attorney in the name of the Policyholder. The Policyholder shall give the lawyer power of attorney and all the information necessary and make the documents required available.

Clauses for motorsports liability insurance

To the degree expressly agreed, the following clauses apply as named on the insurance certificate:

Clause 1 In-house catering

Statutory insurance is provided to the Policyholder for operation of stores and restaurant operations as well as tap and dispensing systems.

Product risk

Statutory insurance is provided to the Policyholder for personal injury and property damage which occur to the Policyholder's manufactured or delivered products, delivered work or other services.

Clause 2 Tents

The Policyholder's statutory liability is insured as owner or user of tents, including erection and dismantling. The condition for insurance cover for loaned and rented tents is that the erection and dismantling are overseen by a foreman hired by the tent renter. Damages to the tent and the erection of the tent as well as the tent renter's or loaner's liability as well as that of the foreman are not insured.

The Policyholder must pay a deductible of € 500 for each case of damages.

Clause 3 Motor vehicles (extension to Part B, Item 9)

Also insured are claims due to damage from the possession, holding and use of motor vehicles of all types and trailers which are subject to the provisions of the Street Traffic Licensing Regulation (StVZO) and the Obligatory Insurance Law (PfIVG) which are not subject to licensing and/or insurance, as long as these are:

- Vehicles with more than a 6 km/hour top speed as well as self-driving work machines and forklifts with a top speed of more than 20 km/hour which only move within the Policyholder's own or outside event properties, which neither use public nor restricted public roads

or

- public and/or restricted public traffic areas, if this is allowed or approved by the authorities and therefore the licensing and/or insurance obligation is omitted.

The insurer does not pay for damages as long as the damages that occur are paid for by another insurance contract or can be claimed from a third party.

Claus 4 Taxi rides

The Policyholder's statutory liability is insured as well as the driver, holder and owner of non-licensed vehicles which are used for "taxi rides" (drives in which, for example, spectators are driven to the race course).

Clause 5 Insurance for someone else's account

If the Policyholder concludes this policy for a sponsor in order to secure its event liability, then the damages caused by the sponsor are seen as third party damages in the sense of the policy.

Clause 6 Own damages by the Policyholder as the sponsor

If the Policyholder is both the sponsor and operator of the race track, damages caused by the participants to guardrails, fences and other approved guidance devices by motorsports vehicles are treated as third party damages, in deviation from Item 1 of the AHB. The Policyholder shall pay an amount of 50% of the resulting expenses. The highest compensation payment by the insurer shall be € 3,500 per event. The deductible rule is preceded by a retention by the Policyholder of € 150.

Motorsports accident insurance provisions

You as Policyholder are our contractual partner. Insured persons can be you or someone else. We as insurers provide the contractually agreed payments (see also Item 10).

1. Scope of cover

We offer, depending upon the agreement, insurance cover for accidents which occur to the insured person during the effective period of the contract.

1.1 Group of persons insured

1.1.1 Participants

Insurance cover extends only to accidents which the insured person has suffered due to participation in motorsports events.

Within the insurance time period, the insurance cover begins for the insured person with the point at which he gets into the vehicle directly before the official start of the event or at the beginning of the official training on the race course. The insurance cover ends with leaving the vehicle after the official ending of the event or training. If there is premature abandonment, the insurance cover ends upon leaving the vehicle.

1.1.2 Officials/sports attendants/driver assistants

Insurance cover extends to accidents which the insured person suffers in exercising his/her activity as an official/sports attendant/driver assistant.

1.1.3 Spectators

Insurance cover extends, in the context of this motorsports accident insurance provisions, to accidents which insured spectators suffer from during the motorsports activity described in the application on the event premises; only those accidents are obligated to be reimbursed which were caused by participants (drivers, sports attendants, assistants or through the sponsor's facilities (such as grandstands).

1.1.4 For 1.1.1 and 1.1.2, lists with names and the residence location of the driver and co-driver and the officials and sports assistants must be submitted to the insurer before the start of the event. This can also be sent by fax (0221 / 91409-44).

1.2 Where does insurance cover apply?

Insurance cover includes accidents during the insured motorsports event.

1.3 What is an accident?

An accident shall be deemed to have occurred to a person when a sudden event external to the body of the insured person (accident) involuntarily suffers damages to his/her health. The involuntary nature is assumed until the opposite is proven.

Health damage which the insured person suffers in an effort to save human lives or property, are deemed to be involuntary and therefore fall under insurance cover.

1.4 What extensions further apply?

1.4.1 An accident shall also be deemed to occur if as a result of overexertion of the limbs or spine

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

1.4.2 For health damages through the impact of streaming gases or steam, the term 'sudden' also is accepted if special circumstances expose people to these impacts for several hours. Occupational and commercial diseases remain excluded, however.

1.5 Important note

We refer you to the rules for exclusions from insurance cover (Item 3), restrictions of payments if there is contribution from diseases or afflictions of the insured person from the consequences of the accident (Item 4).

2. Insured types of payments

The payment types that you can arrange are described below or in additional provisions. The types of payments which you arrange with us and the insurance sums are set forth in the contract.

2.1 Disability benefit

2.1.1 Prerequisites for the calculation

2.1.1.1 the physical or mental capacity of the insured is permanently affected as a result of the accident (disability). An impact is permanent if it is forecast to be longer than three years, and a change in the status cannot be expected.

Disability is

- – determined within one year after the accident and
- within 18 months after the accident by a doctor in writing and a claim is asserted by them against us.

2.1.1.2 There is no entitlement to disability benefit if the insured dies as a result of the accident within one year of its occurrence.

2.1.2 Nature and the amount of the claim

2.1.2.1 We shall pay the disability benefit in the form of a capital sum.

2.1.2.2 The benefit is calculated on the basis of the sum insured and the degree of disability caused by the accident.

2.1.2.2.1.1 If there is loss or complete functional incapacitation of the bodily parts named below and sense organs, the following degrees of disability apply unless otherwise agreed:

a) for loss or full functional incapacity	
of an arm	70%
of an arm to above the elbow joint	70%
of an arm under the elbow joint	70%
of a hand	70%
of a thumb	25%
of an index finger	16%
of any other finger	10%
of a leg above mid-thigh	70%
of a leg up to mid-thigh	65%
of a leg up to beneath the knee	55%
of a leg up to mid-calf	50%
of a foot	50%
of a large toe	8%
of any other toe	3%
b) for total loss of	
ability to see out of one eye	55%
ability to hear in one ear	35%
smell	10%
taste	5%
c) for total loss of	
the voice	40%

Not insured is the loss of voice or speech whose cause is accident-related mental trauma in the sense of a psychogenic reaction (see also Item 3.2.1)

In the case of partial loss or partial functional impairment, the corresponding portion of the applicable percentage shall apply.

2.1.2.2.1.2 For other body parts and sensory organs, the degree of disability shall be measured according to the extent that normal physical or mental performance is impaired overall. Medical aspects alone must be considered.

2.1.2.2.1.3 If the body parts or sensory organs concerned or their functions were already permanently impaired before the accident, the degree of disability shall be reduced by the degree of previous disability. This is also to be measured in accordance with Items 2.1.2.2.1 and 2.1.2.2.2.

2.1.2.2.1.4 If several body parts or sensory organs are impaired as a result of the accident, the degrees of disability will be jointly determined as per the above provisions. The maximum degree of disability in such case shall be 100%.

2.1.3 If the insured person dies

- due to a cause not related to the accident within one year after the accident or
- regardless of the cause, later than one year after the accident,

and a claim is made for disability payments, we will pay in accordance with the degree of disability which would have been expected based on the last medical findings.

2.2 Death benefit

2.2.1 Prerequisites for the calculation

The insured person dies within a year as a result of the accident. We refer to Item 5.5 for special obligations.

2.2.2 Benefit amount

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

2.3 Recovery costs in accident insurance

2.3.1 If the insured party has suffered from an accident listed in the insurance contract, the insurer will pay up to € 10,000, as long as a different sum has been arranged, of the occurring necessary costs for:

2.3.1.2 search, rescue or rescue operations for public or privately organised rescue services, as long as the usual fees are charged.

2.3.1.3 Transport of the injured insured person to the next hospital or to a special clinic, as long as this is medically necessary and ordered by a doctor.

2.3.1.4 Additional expense for returning the injured insured person to his permanent residence, as long as the additional costs are due to a doctor's orders or the would be unavoidable depending upon the type of injury.

2.3.1.5 Transfer to last permanent residence in the case of death

2.3.2 If the insured person must pay costs as per 2.3.1.1, even though he has not suffered an accident, but such had been directly threatened or was to be suspected according to the specific circumstances, the insurer must also provide compensation.

2.3.3 If another body liable to pay compensation enters into the situation, the claim for reimbursement against the insurer can only be made for the remaining costs. If another body liable to pay compensation disputes its obligation to pay, the Policyholder can refer directly to the insurer.

2.3.4 If the insured person has several accident insurance policies with SRC Special Risk Consortium GmbH, the premium-free co-insured recovery costs in the amount of € 10,000 can only be paid from one of these contracts.

2.3.5 The highest amount displayed on the insurance certificate for cost reimbursement does not participate in an increase in benefit and contribution agreed for other types of benefits.

2.4 Costs for cosmetic surgery in accident insurance

- 2.4.1 Unless a deviating amount is agreed, a total of € 10,000 is insured in the context of the provisions below.
- 2.4.2 If an accident to the upper body area of the insured person causes damage or deformation in which the insured person's appearance is permanently impacted after the curative treatments and the insured person decides that he/she would like to have cosmetic surgery with the goal of elimination of this deficiency, the insurer will pay the costs in connection with the surgery and clinical treatment for physician's fees, drugs, bandages and other health materials ordered by the doctors as well as the costs for transportation and care in the hospital up to the amount of the agreed insurance total.
- 2.4.3 The surgery and clinical treatment of the insured person must take place within three years after the accident. If the insured person has not yet reached the end of his/her 18th year, the reimbursement for costs will be made also for the surgery and clinical treatment not within the above time limits, but to the end of the insured person's 21st year.
- 2.4.4 Tooth treatment and replacement teeth costs are paid as long as this has to do with an accident-related loss or partial loss of natural incisors or canine teeth.
- 2.4.5 Excluded from replacement are the costs for food and luxury items, for spa and cure trips as well as for patient care, as long as the doctor had not prescribed the hiring of professional care staff.
- 2.4.6 If another body liable to pay compensation enters into the situation, the claim for reimbursement against the insurer can only be made for the remaining costs. If another body liable to pay compensation disputes its obligation to pay, the Policyholder can refer directly to the insurer.
- 2.4.7 If the insured person has several accident insurance policies with SRC Special Risk Consortium GmbH, the contribution-free, co-insured costs for cosmetic surgeries in the amount of € 10,000 can only be requested from one of these contracts.
- 2.4.8 The highest amount displayed on the insurance certificate for cost reimbursement does not participate in an increase in benefit and contribution agreed for other types of benefits.

3. Exclusions

- 3.1 There is no insurance cover for the following accidents:
- 3.1.1 Accidents by the insured person through mental or consciousness impairments, as well as strokes, epileptic seizures or other seizures which attack the insured person's entire body.
Insurance cover is maintained, however, if these impairments or seizures are caused by an accident which falls under this contract.
- 3.1.2 Accidents caused by drunkenness.
- 3.1.3 Accidents occurring as a result of the insured person's committing or attempting to commit a crime.
- 3.1.4 Accidents caused directly or indirectly by war or civil-war events.
- 3.2 Excluded are, in addition, the following adverse effects:
- 3.2.1 Pathological disorders as a consequence of mental reactions, even if these were caused by an accident.
- 3.2.2 Health damages due to medical measures or interventions to the body of the insured person. Insurance cover is in place, however, if the medical measures or interventions are the result of an accident falling under this contract.
- 3.2.3 Damages to discs as well as bleeding from internal organs and the brain. Insurance cover is present, however, if an accident which falls under this contract as per Item 1.3 is the primary cause.
- 3.2.4 Stomach or abdominal hernias.
Insurance cover is present, however, when the stomach or abdominal hernia is caused by one of the accidents falling under this contract which is violent, coming from the outside, with a direct impact on the stomach or abdominal area, and this violent impact is proven by medical findings.

4. Payment limitations

- 4.1 As an accident insurer, we pay for accidental consequences. If diseases or afflictions had an influence on the health damages caused by the accident, the
- percentage of the degree of disability is reduced,
 - in the case of death and, unless otherwise specified, in all other cases, the payment is made in accordance with the share of the disease or affliction.
- If the participatory amount is less than 40%, the reduction is not applied.
- We must prove the participation of diseases or afflictions to the health damage.
- 4.2 Accumulation risks
- If several insured persons are impacted by the same loss event and the insurance payments from the contract for these people exceeds altogether € 5,000,000, this amount applies as a joint top insurance sum for all insured parties who were all impacted by the same loss event, and the insurance sums for the individual people is allotted in appropriate proportions.
- If another accident insurance exists for an insured person through SRC Special Risk Consortium GmbH, the highest reimbursement from all contracts for individual persons is limited to € 1,000,000. Please note after an accident the provisions of the agreed types of payments as per Item 2. In addition, we need your cooperation and that of the insured people in order to provide our payment (obligations).

5. Obligations after the occurrence of an accident

- 5.1 After an accident which can be foreseen to involve an obligation for payment, you or the insured person must see a physician immediately, follow his orders and report to us. There is no breach of obligation if first appearing consequences from the accident are minor, if the insured person only sees a physician when the true extent can be recognised.
- 5.2 You or the insured person must truthfully fill out the information disclosure sent by us and send it back to us immediately; you must also send us any information which clarifies the facts in addition to the information we request from in the same way.

- 5.3 If physicians are contracted by us, the insured person must also be examined by them. We will pay the required costs including any loss of earnings resulting from the accident. If the loss of earnings cannot be proven for independent workers, a fixed amount will be paid which is 1/5% of the insured disability amount, but at the highest € 200.
- 5.4 The physicians who have treated or examined the insured person - also for other reasons - must empower other insurers, insurance carriers and officials to share all required information.
- 5.5 If the accident results in death, this must be reported within 48 hours, even if the accident was already reported to us. The notification deadline begins when the Policyholder, his/her heirs or the entitled people have learned of the death of the insured party and the possibility of the cause of the accident.
- 5.6 We shall be entitled to have an autopsy performed by a physician appointed by us.
- 5.7 The insured party as well as the Policyholder is also responsible under the terms of Section 79 of the VVG to fulfil obligations. In particular, for such obligations which can only arise in his person (also in regard to Item 10).

6. Consequences of breach of obligations

If an obligation to be fulfilled after the occurrence of an accident (item 5) is intentionally breached, you lose your insurance cover.

Grossly negligent breach of an obligation entitles us to reduce our payment in proportion to the degree of the severity of your culpability. Where you prove that you did not breach the obligation due to gross negligence, the insurance cover shall remain in force.

Cover shall be maintained if the Policyholder proves that there was no causal link between the breach of obligation and the occurrence or establishment of the insured event, nor the establishment or amount of the indemnity payable by the Insurer. This shall not apply where you have breached the obligation maliciously.

Disability claims are justified in accordance with Item 2.1.1.1.

- Entry of a permanent impact to physical or mental performance capabilities within one year after the accident
- and written determination of the disability by a doctor within 18 months after the accident

or new assessment of the degree of disability as per Item 7.5:

- Determination of a new degree of disability within three years after the occurrence of the accident,
- claims filed at latest 3 months before the deadline is reached,

the provided deadlines are not met, your claim for payment is dropped without it being due to your culpability as per Paragraph 1.

If notification is accidentally omitted, or the fulfilment of a contractual obligation is not met, this will not impact our obligation to pay if you or the insured person can prove that this only had to do with an oversight, and you have, after gaining knowledge of the circumstance, have immediately made the notification or have immediately fulfilled the obligation or the insured person has done this.

7. Due dates for payments

- 7.1 We are obligated to declare in text form within one month, or within three months for disability claims, whether and to what degree we recognise a claim.

The periods begin with the receipt of the following documents:

- Proof of the occurrence of an accident and the consequences thereof;
- for claims for disability, in addition proof of the completion of the medical process, to the degree necessary to measure the disability.

We will pay the physician's fees which were required to justify the claims for payment. We will not pay other costs.

- 7.2 If we recognise the claim or we have agreed with you about the basis and amount, we will pay within two weeks.

- 7.3 If the obligation to pay only the basis, we will pay, if you request it, appropriate advances.

We will apply the advances to the final, due payments.

- 7.4 For severe accident injuries, we will pay you before the completion of the medical process an immediate advance of at least 20% of the amount which will be calculated for the expected, accident-related permanent impact to your physical or mental performance capabilities (disability). If the insured person is, however, in acute risk of death, the immediate advance will be limited to the agreed insurance sum for the case of death. A severe accidental injury is always present in cases in which the expected degree of disability is at least 40%. The disability caused by the accident must be proven by you by presenting a doctor's attestation.

- 7.5 The immediate advance that we pay you due to severe accidental injuries will be counted against the final disability payment.

- 7.6 You and we have the right to have the degree of disability retested every year. You have the right at the end of three years after occurrence of the accident, while we only have the right for two years. For children up to the end of their 14th year, the deadline for us and you is five years. This right must

- be exercised by us by giving a declaration about our payment obligation in accordance with Item 7.1
- from you before the end of this deadline

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If the final assessment provides a higher disability payment than we have already paid, the additional amount will have interest at the rate of 5% per annum added.

8. Beginning and end of insurance cover

8.1 Inception of cover

Cover commences on the date indicated in the insurance document if the Policyholder pays the first or one-off premium on time within the meaning of Item 9.2.

8.2 Duration and end of the contract

The contract is concluded for the period shown in the policy document.

If the duration of the contract is at least one year, the contract shall be extended each time by a further year unless notice of cancellation is received by one of the contractual parties no later than one month before expiry of the relevant policy year.

8.3 Termination after damages

You or we can end the contract with a written notice of termination if we have made a payment or you have lodged a dispute against us about a payment.

The notice of termination must reach you or us at latest one month after the payment or, in the case of a legal dispute, after withdrawal of a complaint, recognition, compromise or legal effect of the judgement in written form.

If you terminate, your termination will be in effect immediately after we have received it from you. However, the Policyholder may stipulate that cancellation shall be effective at a subsequent date but in any case no later than the end of the current policy year.

Our termination will come into effect one month after you have received our notice.

If the contract is terminated, we only have a claim to the portion of the premium which corresponds to the expired contract period.

9. Insurance premium, due date and delay

9.1 Premium and insurance tax

The premium invoiced includes the insurance tax the Policyholder is due to pay in the amount fixed by the law.

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

9.2.1 Due date and timeliness of payment

The first or one-off premium is, unless otherwise agreed, due immediately after the expiry of two weeks after receipt of the premium invoice.

If the payment of an annual premium is agreed to be paid in instalments, the first premium is only the first rate for the first annual premium.

9.2.2 Later commencement of insurance cover

If the Policyholder does not pay the first or one-off premium on time but at a later date, cover shall not commence until that date insofar as the Policyholder has been advised of this legal consequence by separate communication in text form or by prominent reference thereto in the policy document. This is not the case if you are not responsible for the non-payment.

9.2.3 Rescission

If you do not pay the first or one-off premium on time, we can withdraw from the contract for the period that the premium is not paid. We cannot withdraw if you are not responsible for the non-payment.

9.3 Payment and consequences of delayed payment/subsequent premium

9.3.1 Due date and timeliness of payment

Subsequent premiums are each due at the agreed point in time unless something else was agreed.

9.3.2 Delivery delays

If the subsequent premium is not paid in a timely fashion, you are then in delay without warning unless you are not responsible for the delayed payment.

We will request your payment in text form with the costs borne by you, and set a payment deadline of at least two weeks. This setting of a deadline is only effective when we state the premium amounts in arrears as well as the interest and costs in detail and state the legal consequences which are associated with the expiry of the deadline as per Items 9.3.3 and 9.3.4.

We are entitled to levy compensation due to the damages we have incurred due to your delay.

9.3.3 No insurance cover

If you are still in delay after the expiry of this payment deadline, there is no insurance cover from this point in time until payment if you have been referred to the payment request as per Item 9.3.2 paragraph 2.

9.3.4 Termination

If you are still in delay after the expiry of this payment deadline, we can terminate the contract without a notification period if we have referred to the payment request as per Item 9.3.2 paragraph 2.

If we have terminated, and you pay the requested premium within one month, the contract will continue. However, any insured events that have occurred between receipt of cancellation and payment shall not be insured.

9.4 Timely payment by direct debit

Where it has been agreed that payment shall be made by direct debit, payment shall be considered on time if the premium can be debited on the due date stated in the policy document and if the Policyholder does not stop a justified debit.

Where through no fault of yours it is not possible for us to collect a premium due, payment shall nonetheless be deemed to have been effected on time if it is made immediately following our written request for payment.

If the due amount cannot be debited because the insured has revoked the direct debit or if the premium cannot be collected for other reasons for which the insured is responsible, we shall be entitled to demand future payment outside the scope of the direct debit process.

You are first obligated to transfer the premium when you have been requested by us in text.

9.5 Payment by instalments and consequences of delayed payment

If the payment of the annual premium is in agreed to be in instalment payments, the still outstanding instalments are immediately due when you are in delay of paying the instalments. Further, we can request annual premium payment in the future.

9.6 Premium in the event of premature contract termination

Unless otherwise prescribed by law, if the contract is terminated prematurely the insurer is only entitled to that portion of the premium which corresponds to the period for which cover was in force.

10. Legal relationships between the contracting parties

10.1 Outside insurance

- 10.1.1 If the insurance policy against accidents is concluded which affect another (outside insurance), the exercise of the rights from the contract are only exercised by the insured person. You along with the insured person are responsible for fulfilment of obligations.
- 10.2 All of the provisions which apply to you also apply to your legal successors and other claimants.
- 10.3 Insurance claims cannot be transferred or pledged before the due date without our consent.
- 10.4 We refer to Item 5.6 in relation to fulfilment of obligations.

11. Duty of precontractual disclosure

11.1 Completeness and correctness of information on material facts

By the time you issue your policy declaration, you must notify us of all risk circumstances known to you about which we have asked in text form, and which are material to our decision to arrange the policy with the agreed content. You are also obligated to this degree to answer questions in text form as we after your contractual declaration, but before our contract acceptance, in the sense of sentence 1. Material facts are the circumstances that are likely to influence our decision to arrange the policy at all or with the agreed content. A circumstance about which we have expressly questioned in writing, applies as a significant risk in case of doubt.

The insured person is, alongside you, responsible for truthful and complete communication of the significant risk circumstances and to answer questions asked of them.

If the policy is arranged by a representative of yours or someone with full legal powers of representation and the former is aware of the significant risk circumstance, you must expect to be treated as if you yourself were aware of it or fraudulently concealed it.

11.2 Rescission

11.2.1 Conditions and exercise of withdrawal

Incomplete and inaccurate information relating to significant risk circumstances shall entitle the insurer to rescind the policy.

This applies only if we have referred through a special message in text form to the consequences of a breach of reporting obligation.

We must exercise our right of withdrawal within one month and in writing. We must give the circumstances which support our declaration. Within this one-month deadline, we must also subsequently give other circumstances to justify our declaration. The deadline begins at the point in time that we have learned of the breach of reporting obligation which justifies our right of rescission.

The withdrawal will take place with our declaration to you.

11.2.2 Exclusion of the right of withdrawal

We cannot call out our right of withdrawal if we had not known of the non-declared significant risk or the incorrectness of the notification.

We have no right of withdrawal if you prove that you or your representative have not given the incomplete information either due to intention or gross negligence.

Our right of withdrawal due to grossly negligent breach of the notification obligation is not in force if you prove that we had concluded the contract even though we knew of the non-declared circumstances, or if under other conditions.

11.2.3 Consequences of withdrawal

Insurance cover does not exist if the contract is rescinded.

If the insurer rescinds after an insured event has occurred, it is not entitled to refuse cover if the Policyholder proves that the circumstance notified incompletely or inaccurately was causally linked neither with the occurrence of the insured event nor its establishment nor the extent of payment. However, there will also be no cover in this case either if the Policyholder was fraudulently in breach of the duty of disclosure.

We are entitled to that part of the premium which corresponds to the policy period that had elapsed before the declaration of rescission became effective.

11.3 Termination or retroactive contract adjustment

If our right of withdrawal is excluded if your breach of an obligation of disclosure was due neither to intention or gross negligence, we can terminate the insurance contract in writing with a notice period of one month.

This applies only if we have referred through a special message in text form to the consequences of a breach of reporting obligation.

We must give the circumstances which support our declaration. Within the one-month deadline, we can also give supplemental, further circumstances to justify our declaration. The deadline begins at the point in time that we have learned of the breach of your notification obligation.

We cannot exercise our rights of termination due to a breach of notification obligation if we had known of the non-notified significant risk or the incorrectness of the notification.

Our right of termination is also excluded if we would have concluded the contract nevertheless, even in full knowledge of the undisclosed circumstances, albeit subject to other conditions.

If we are unable to rescind or terminate the contract because we would have concluded it nevertheless, even in full knowledge of the undisclosed circumstances, albeit subject to other conditions, these other conditions shall become an integral part of the contract at our request. If the Policyholder was not responsible for the breach of duty, the other terms and conditions shall constitute part of the contract from the current period of insurance.

This applies only if we have referred through a special message in text form to the consequences of a breach of reporting obligation.

We must apply the contract adjustments in writing within one month. We must give the circumstances which support our declaration. Within the one-month deadline, we can also give supplemental, further circumstances to justify our declaration. The deadline begins at the point in time that we have learned of the breach of notification obligation which entitles us to adjust the contract.

We cannot call for a contract adjustment if we knew of the non-disclosed significant risk or the incorrectness of the notification.

If the premium increases by more 10% as a result of the amendment or if we exclude insurance of the risk for the undisclosed circumstance, you may terminate the contract without notice within one month of receiving our notification of the amendment.

Contestation

Our right to contest the contract on the grounds of fraud is not affected. In the event of contestation, the insurer is entitled to that portion of the premium that corresponds to the policy period that elapsed before the declaration of avoidance became effective.

12. Limitation

12.1 Claims under the insurance contract shall be time-barred after three years. The deadline begins at the end of the year in which the claim has been made and you have learned from our circumstances justifying the claim or must have requested it without gross negligence (§§ 195, 199 Bürgerliches Gesetzbuch [BGB, German Civil Code]). Without regard to the knowledge or grossly negligent lack of knowledge, the claims are limited in any case to ten years before their occurrence.

12.2 If you have filed a claim from the insurance contract with us, the limitation is limited up to the point in time at which you have received our decision in text form.

13. Applicable law/jurisdiction

13.1 The law of the Federal Republic of Germany shall apply to the insurance relationship.

13.2 The jurisdiction for disputes against us from the insurance contract shall be under the legal jurisdiction of our headquarters. The regional court which is responsible is the court in the region at the time at your location or, if such is not present, your usual residence.

13.3 We can file disputes against you at the responsible court which is responsible for your residence or, if such is not present, at the court which is responsible at your usual residence.

14. Other notification obligations

14.1 You must give all specific notifications and declarations to us in writing. You can send them to our main office in Cologne, Germany.

14.2 If you have failed to notify us of a change in your address, any declaration of intent that has to be issued to you shall be deemed valid if sent by registered letter to the last address known to us. The declaration shall be deemed to have been received three days after the letter has been despatched.

14.3 If you have concluded insurance for your commercial operation, if there is a transfer of the commercial operations, the provisions of Item 14.2 apply mutatis mutandis.

14.4 If the insurance contract is handled by a broker, he/she is entitled to receive notifications and declarations of intent from the Policyholder. He is obligated by the brokerage contract to immediately forward these to the insurer.

Special provisions and additional provisions for motorsports accident insurance

To the degree expressly agreed, the following clauses apply as named on the insurance certificate:

Additional provisions for group accident insurance

Provisions for insurance without giving names

1. The people to be insured must be listed in such a way that, if there is an insured event, there is no doubt about the insured persons belonging to the group of insured persons.
2. The calculation of the respective premium is calculated in accordance with the determined number of people. If a premium that is too high or too low is paid for the elapsed time period, the relevant amount must be repaid in the first case by the insurer, in the latter case, must be paid by the Policyholder.

If the Policyholder neglects to give the information on the number of people within one month after receiving a request, the insurer has the right to claim the premium based on the last given highest number of people. The Policyholder reserves the right, however, to disclose the correct number of people in the new time period. If this number is lower than that given in the premium invoice, then the portion of premium paid which is too high is to be refunded to the Policyholder. If the number is higher, the Policyholder must pay the additional amount.

Special provisions for disability payments with 25% integral franchise

1. A claim for disability payments occurs only if, in accordance with the provisions of Items 2.1.2.2.1, 2.1.2.2.2 and 2.1.2.2.3, the motorsports accident insurance provisions and, if diseases or afflictions have played a role, with appropriate consideration of Item 4 of the motorsports accident insurance provisions, a degree of disability of more than 25% is present.
2. If the degree of disability is more than 25%, a claim may be made in the amount of the given total disability.

Special provisions for accident insurance with a progressive disability scale (200%)

Item 2 of motorsports accident insurance provisions is extended as follows:

If there is an accident which happens to an insured party before the end of his/her 65th year, without the participation of diseases or afflictions (Item 4) under the measurement principles of Items 2.1.2.2.1 and 2.1.2.2.3 to a permanent impact to the person's physical or mental performance capabilities, the calculation of the disability payments will be based on the following insurance sums:

1. For the portion of the degree of disability not over 25% of the disability total set forth on the insurance certificate,
2. for the degree of disability higher than 25% but not over 75% of the disability, double the disability total,
3. for the degree of disability over 75%, three times the disability total.

Note:

For a degree of disability of more than 25%, the payments are increased as shown in the following table.

From %	To %	From %	To %	From %	To %	From %	To %	From %	To %
26	27	41	57	56	87	71	117	86	158
27	29	42	59	57	89	72	119	87	161
28	31	43	61	58	91	73	121	88	164
29	33	44	63	59	93	74	123	89	167
30	35	45	65	60	95	75	125	90	170
31	37	46	67	61	97	76	128	91	173
32	39	47	69	62	99	77	131	92	176
33	41	48	71	63	101	78	134	93	179
34	43	49	73	64	103	79	137	94	182
35	45	50	75	65	105	80	140	95	185
36	47	51	77	66	107	81	143	96	188
37	49	52	79	67	109	82	146	97	191
38	51	53	81	68	111	83	149	98	194
39	53	54	83	69	113	84	152	99	197
40	55	55	85	70	115	85	155	100	200

Special provisions for inclusion of additional medical expenses

Item 2 of the motorsports accident insurance provisions is extended as follows

1. In order to deal with the consequences of an accident, within the first year after the accident, any growing necessary costs of the medical procedures for artificial limbs and other purchases which are reasonably required by physicians is covered up to the insured amount for each insured event.
Medical expenses include doctor's fees, as long as they are justified under local fee rules with consideration of the insured party's relationships, costs for drugs and other doctor-ordered drugs, bandages, necessary patient transport, in-hospital treatment and care as well as for taking X-rays.
2. Excluded from reimbursement are costs for feeding and luxury, for spa and cure trips as well as for patient care, as long as this does not have to do with contracting for professional care staff which is ordered by a doctor.
3. The costs named under no. 1 are only covered after the health insurer has fully paid its contractual payments and this was insufficient to cover the costs incurred.
If the health insurer is free of payments or disputes its obligation to make payments, the Policyholder can turn directly to the accident insurer.

Guidance note regarding data processing

Whereas:

Insurers are nowadays reliant on information technology (IT) to process their work. It is essential to enable them to process contracts and policies rapidly and economically and IT can provide better protection for groups of those insured against abusive treatment than previous manual procedures. The processing of the personal data we receive from you is regulated by the German Federal Data Protection Act (BDSG), according to which the processing and use of data is admissible if permitted by the BDSG or another law or if the data subject has given his/her consent. The BDSG always allows the processing and use of data if it takes place within the context of a contract or similar relationship, or in so far as it is necessary to safeguard the interests of the controller of the data files and there are no grounds to believe that the interests of the data subject in respect of the protection of sensitive personal data do not outweigh such interests of the controller of the data file.

Declaration of consent

A declaration of consent as per the BDSG is recorded in your insurance contract, notwithstanding the weighing of interests in individual cases and in regard to a secure legal basis for data processing. This applies beyond the end of your insurance contract, but it ends, except for life and accident insurance, when the contract is refused or you have withdrawn your consent, which can be done at any time.

If the declaration of consent is crossed out in whole or in part when then information sheet is signed, a policy may not be concluded. Where a declaration of consent has been revoked or deleted in whole or in part, data may still be processed and used within the limits set by law, as described in the preliminary remarks.

Declaration relieving physicians from their obligation of secrecy

Permission from the data subject is required for the transfer of data covered by an obligation of secrecy, e.g. as is the case with physicians (release from confidentiality clause). Therefore, there is a release from confidentiality close in the application for life and accident insurance (personal insurance).

Examples of data processing and use

Below are some important examples of data processing and use:

1. Storage of data at the insurer

We store data required for the insurance contract.

The data first of all include the information in the proposal (application data). Further, we store technical insurance data for the contract, such as the insurance number (partner number), amount of insurance, term of insurance, premium, bank information as well as, if required, information from a third party, such as a broker, an expert or a physician (contract data).

Where an insured event has occurred, we store your claim details and, if appropriate, data from third parties, such as information from a physician on the degree of incapacity for work, the report from your garage on total loss following damage to a motor vehicle or the amount payable on maturity of a life assurance policy.

2. Provision of data to reinsurers

In the interests of our Policyholders, all insurers seek a balancing of the risks which we assume. Therefore, in many cases, we assign a part of the risks to domestic and foreign reinsurers. These reinsurers also require appropriate technical insurance information from us, such as insurance numbers, premium, type of insurance cover and the risk and risk supplement as well as, in individual cases, their particulars. Where reinsurers are involved in risk and claims assessment, the required documents are made available to them.

In some cases, reinsurers may have recourse to other reinsurers, who also receive the relevant data.

3. Provision of data to other insurers

Pursuant to the German insurance contract law, an insured party must, with every proposal, make an amendment to the contract and claim, advise the insurer of all circumstances relevant to the assessment of the risk and the settlement of the claim. Such circumstances include previous medical conditions and claims or information concerning similar other insurances (proposed, existing, declined or terminated).

On order to prevent insurance fraud, clarify any contradictory information received from the insured or fill any gaps in information on the loss incurred, it may be necessary to request information from other insurers or provide relevant information on request.

Also, except for needs in specific cases (§ 59 VVG double insurance, § 67 VVG statutory claims transfer as well as partition agreements) there is an exchange of personal data between insurers. With this, data subject information will be forwarded, such as name and address, vehicle registration number, type of insurance cover and risk, and details of a claim, e.g. amount and date.

4. Central notification system in professional associations

In the course of the examination of a proposal or a claim, it may be necessary, for the purposes of risk assessment, clarification of the facts or prevention of insurance fraud, to make enquiries of the relevant professional association or other insurers, or to respond to similar enquiries from other insurers.

For this, the professional associations maintain a central notification system and central data gathering is conducted.

Such notification systems are present, for example, in the overall association of the German Insurance Association e.V. and the Association of Private Health Insurers e.V. The records in these notification systems and their use are only made for purposes which may be pursued by the respective systems, therefore only to the degree that specific conditions are fulfilled.

Examples:

Motor vehicle insurers:

Registration of conspicuous damage cases, motor vehicle theft as well as data about persons where there is suspicion of insurance abuse.

Purpose: risk assessment, claims clarification and prevention.

Life insurers/health insurers:

Assumption of special risks, e.g. declinature or acceptance with premium supplements

- for insurance medical reasons,
- due to information received from other insurers,
- due to refusal of subsequent examination.

Rescission of the contract following withdrawal or objection by the insurer; rejection of the contract by the Policyholder because of additional premium required.

Purpose: risk examination.

Personal accident insurers:

Reporting of

- significant breach of pre-contractual notification requirement,
- rejection of claim due to intentional violation of conditions, invention of accident or simulation of accident sequel,
- extraordinary cancellation by the insurer after provision of insurance cover or legal action taken.

Purpose: Risk assessment and detection of insurance fraud.

Property insurers:

Recording of damages and people if arson is present or if the contract was terminated due to a suspicion of insurance fraud and specific claims amounts were reached.

Purpose: risk assessment, claims clarification, preventing further fraud. **Transport insurers:**

Recording conspicuous (suspicion of insurance fraud) insured events, especially luggage insurance.

Purpose: claims clarification and prevention of insurance fraud. **5. Data processing within and outside the corporate group**

In order to protect insured parties, individual insurance branches (such as health, life and property insurance) are operated by legally independent companies.

In order to be able to offer customers comprehensive insurance protection, companies often operate within a group. To save costs, certain functions, such as premium collection and IT, are centralised. For example, if you have contracts with several companies in the group, your address will only be stored once, as will your policy number, contract types, and where applicable, date of birth, bank account number and sort code, i.e. your general proposal, contract and claims data are maintained in a central data storage facility.

The so-called partner data (name, address, customer number, sort code, existing contracts) can thus be accessed by all group companies. This permits correct direction of all incoming mail and in the case of telephone enquires the immediate identification of the responsible partner. Payments received can also be correctly allocated without the need for enquiry. In the context of the data presented to the Federal Supervisory Authority for Finance or its approved functional members, this central data gathering can be subject in particular to adherence to confidentiality and to third parties obligated to data protection.

The remaining general proposal, contract and benefit data, on the other hand, are only accessible to insurance companies in the group.

Despite the fact that all of these data are used by each company individually only for the purposes of providing advice and service to its customers, it is legally considered to be "data transfer" to which the provisions of the German Federal Data Protection Act apply. Data specific to a particular class of insurance on the other hand, such as health information or credit standing, are accessible only to the company directly concerned.