



**GREENVAL INSURANCE**  
BNP PARIBAS GROUP

**General Conditions for Motor Vehicle Insurance  
Greenval Insurance DAC  
2017**



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## **General Conditions for Motor Vehicle Insurance**

### **Motor Transport Corporate Customers, date: 01.01.2017**

The motor vehicle insurance includes the following types of insurance depending on the content of the insurance contract:

- Motor vehicle liability insurance (A.1)
- Collision damage insurance (A.2)
- Motor vehicle accident insurance (A.4)

These insurance policies are taken out as respectively legally independent contracts. You can gather which insurance policies you have taken out for your vehicle from your certificate of insurance.

German law applies. The contractual language is German.

#### **A Which benefits are included in your motor vehicle insurance?**

##### **A.1 Motor vehicle liability insurance – for damages which you cause to others with your vehicle**

###### **A.1.1 What is insured?**

*You have caused damage to another party with your vehicle*

A.1.1.1 We will indemnify you from damages claims if, through the use of the vehicle,

- a persons are injured or killed,
- b property is damaged or destroyed or lost,
- c financial losses are caused, which are neither directly nor indirectly connected to a person nor to material damage (pure financial losses),

and therefore damages claims can be applied against you or us due to liability provisions of the German Civil Code or the Road Traffic Law or due to other statutory liability provisions of the private law. The getting in and getting out as well as the loading and unloading form part of the use of the vehicle.

*Justified and unjustified damages claims*

A.1.1.2 If damages claims are justified, we will pay damages in cash.

A.1.1.3 If damages claims are unjustified, we will ward these off at our expense. This also applies insofar as the amount of the damages claims are unjustified.

*Regulatory power*

A.1.1.4 We are authorised to fulfil or ward off the damages claims asserted against you in your name and submit all declarations that appear appropriate for this within the scope of its reasonable judgement.

*Co-insurance of trailers, semi-trailers and vehicles in tow*



A.1.1.5 If a trailer or semi-trailer is attached to the insured motor vehicle, the insurance cover also extends to this. The insurance cover also includes vehicles which are towed or hauled by the insured motor vehicle if no particular liability insurance cover is provided for this.

This also applies if the trailer or semi-trailer or the vehicle towed or hauled is released from the insured motor vehicle and is still moving.

#### **A.1.2 Who is insured?**

The protection of the motor vehicle liability insurance applies to you and the following persons (co-insured persons):

- a to the holder of the vehicle,
- b to the owner of the vehicle,
- c to the driver of the vehicle,
- d to the passenger, who only occasionally accompanies you or the driver authorised by the holder for his replacement or for the carrying out of loading or auxiliary works within the scope of his employment contract,
- e to your employer or public master, if the vehicle is needed for public purpose with your approval,
- f to the bus conductor, who is employed within the scope of his employment relationship with you or to the holder of the insured vehicle,
- g to the holder, owner, driver, passenger and bus conductor of a vehicle insured in accordance with A.1.1.5.

These persons can independently lodge claims from the insurance contract against us.

#### **A.1.3 Up to what amount do we pay (insurance amounts)?**

*Maximum payment*

A.1.3.1 Our payments for a damage event are respectively limited to the amount of the insurance amounts agreed for persons, material and property damages. Several forms of damage occurring at the same time, which are caused by the same thing, qualify as a single damage event. The amount of your insured amounts is specified in the insurance certificate.

A.1.3.2 If no other agreement was made, our liability is limited to forms of damage which arise through the transportation of dangerous goods, to the legally minimum insurance amounts, insofar as a permit is required for the transportation of these goods in accordance with the "European Agreement Concerning the International Carriage of Dangerous Goods by Road (ADR)".

*Exceeding the insurance amounts*

A.1.3.3 If the claims exceed the insured amounts, our payments are adjusted in accordance with the provisions of the insurance contract law and the motor vehicle obligatory insurance regulation. In this case you must vouch for a damages claim which is not or not completely satisfied.

#### **A.1.4 In which countries is insurance cover provided?**

*Insurance cover in Europe and the EU*

A.1.4.1 The motor vehicle liability insurance provides you with insurance cover in the geographic borders of Europe as well as areas outside Europe which belong to the purview of the European Union. Your insurance cover is adjusted to the insurance scope legally prescribed in the visited country, however, at least in accordance with the scope of your insurance contract.

*International insurance card (Green Card)*

A.1.4.2 Your insurance cover in the motor vehicle liability insurance also extends to the non-European countries specified on the green card, insofar as country designations are not crossed out. A.1.4.1 sentence 2 applies with respect to the scope of the insurance.



## **A.1.5 What is not insured?**

### *Resolution*

A.1.5.1 No insurance cover is provided for cases of damage which you cause intentionally and unlawfully.

### *Authorised racing*

A.1.5.2 No insurance cover is provided for cases of damage which arise when participating in officially authorised motor sport events, which are caused by reaching a maximum speed. This also applies to associated practice drives.

Note: The participation in unauthorised races represents a breach of your obligations in accordance with D.1.1.4.

### *Damaging the insured vehicle*

A.1.5.3 No insurance cover is provided for the damage, destruction or the loss of the insured vehicle.

### *Damage to trailers or vehicles in tow*

A.1.5.4 No insurance cover is provided for the damage, destruction or the loss

- of a trailer or semi-trailer attached to the insured vehicle
- of a vehicle towed or towed off with the insured vehicle.

However, insurance cover is provided if an unroadworthy vehicle is towed away with the insured motor vehicle within the scope of normal assistance without commercial intent and at the same time damage is caused to the vehicle towed away.

### *Damage to transported items*

A.1.5.5 No insurance cover is provided with damages claims due to damage, destruction or loss of items which are transported with the insured vehicle.

However, insurance cover is provided for items which the passengers of a motor vehicle normally take with them (e.g. clothes, glasses, wallet). In addition, during journeys which mainly serve to transport persons, insurance covers is provided for items which the passengers normally take for personal use (e.g. baggage, travel provisions). No insurance cover is provided for items of unauthorised passengers.

### *Your damages claim against a co-insured person*

A.1.5.6 No insurance cover is provided for property and financial losses, which a co-insured person causes to you, the holder or the owner through the use of the vehicle. However, insurance cover is provided for damage to persons, if you, for example, are injured as passenger of your vehicle.

### *Non-compliance to delivery and carriage deadlines*

A.1.5.7 No insurance cover is provided for pure financial losses which arise through the non-compliance to delivery and carriage deadlines.

### *Contractual claims*

A.1.5.8 No insurance cover is provided for liability claims insofar as they go beyond the scope of the statutory liability due to the contract or special consent.

### *Damages caused by nuclear energy*

A.1.5.9 No insurance is provided for damages caused by nuclear energy.

## **A.2 Collision damage insurance policy –for damages to your vehicle**

### **A.2.1 What is insured?**

#### **A.2.1.1 Your vehicle**

Your vehicle is insured against damage, destruction, total loss or loss following an event in accordance with A.2.2.1 (Partially comprehensive) or A.2.2.2 (Fully comprehensive).



### **A.2.1.2 Co-insured parts and non-insurable items**

The vehicle parts listed as co-insured and vehicle components listed as co-insured under A.2.1.2.1 and A.2.1.2.2 are also insured, provided they are permitted in accordance with the road traffic law (co-insured parts). The following regulations in A.2 correspondingly apply with damage, destruction, total loss or loss of co-insured parts, unless otherwise specified.

#### *Non-contributory co-insured parts*

A.2.1.2.1 Unless otherwise specified in A.2.1.2.2, the following vehicle parts and following vehicle components of the insured vehicle are co-insured without additional contribution:

- a Vehicle parts permanently installed in the vehicle or permanently attached to the vehicle.
- b Vehicle parts permanently installed in the vehicle or permanently attached to the vehicle or vehicle components put under lock and key in the vehicle. This is subject to the condition that it exclusively serves the use of the vehicle (e.g. protective covers, breakdown tools) and is not viewed as a luxury in accordance with the generally accepted standards.
- c Vehicle parts kept under lock and key in the vehicle, which are normally carried to eliminate malfunctions of the vehicle (e.g. safety devices and lighting)
- d Protective helmets (also with intercom), provided they are used in accordance with the regulations or are securely attached to the parked vehicle in such a way, that unauthorised removal is not possible without damage
- e Plans, frames for plans (roof bows)
- f The following parts kept under lock and key outside of the vehicle:
  - an additional set of wheels with winter or summer tyres,
  - roof/rear stands, hard top, snow chains and child seats,
  - from a to f co-insured vehicle parts and vehicle components during repairs.

#### *Parts co-insured depending on the total new value*

A.2.1.2.2 The following parts listed under a to k are co-insured up to a total value of EUR 5,000 including VAT without surcharge, if they are permanently installed in the vehicle or are securely attached to the vehicle:

- a Antenna
- b Disabled friendly vehicle conversions
- c Side car and panelling with motorcycles and light motorcycles
- d TV with antenna
- e Hands free car kit
- f Radio with antenna
- g Special paint and lettering individually prepared for the vehicle as well as special surface treatments
- h Loudspeaker (also several)
- i Microphone and loudspeaker system (except in busses)
- j Radio and other audio systems (e.g. securely installed navigation systems, securely installed telematics parts)
- k Cheque card reading devices in taxis and rental vehicles.

If the total reinstatement value of the parts listed under a to e is higher than the value limit specified, the exceeding value is only co-insured, if this is expressly agreed.



We waive a reduction of the compensation due to underinsurance up to the value limit specified.

*Parts only co-insured against surcharge*

A.2.1.2.3 The following parts listed under a) to n) can only be co-insured against a surcharge, if they are securely installed in the vehicle or securely attached to the vehicle:

- a Fittings for agriculture and forestry tractors (e.g. front loader, harrow, snowplough etc.)
- b Bar
- c Fittings (monogram etc.)
- d Roof box
- e Dictaphone
- f Double pedal system
- g Coffee machine
- h Cool box
- i Short coupling system for lorry trailers
- j Bullet proof glass
- k Special truck bodies (e.g. hydraulic elevating tailgate, crane, tank, silo, refrigerator and thermal bodies) and special units (e.g. for workshop trolleys, measuring vehicles, ambulances)
- l Revolving light (blue light etc.)
- m Sliding roof for lorry and trailer
- n Permitted changes to the chassis, engine, exhaust, interior or bodywork (tuning), which serve to increase the engine power, torque, changing the handling or lead to a value increase of the vehicle.

*Non-insurable parts*

A.2.1.5 All other objects, in particular those, the use of which do not exclusively serve the use of the vehicle, are non-insurable.

For instance, these include

- a Car phone including antenna
- b Road maps
- c Pager
- d Photographic equipment over EUR 100
- e Laptop or pocket PC
- f Mobile phone
- g Mobile navigation device also with connection to the vehicle via a holder
- h Personal objects of the passengers
- i Luggage
- j Fax machines

**A.2.2 Which events are insured?**

**A.2.2.1 Which events are insured under the partial cover insurance?**

Insurance cover is provided for damage, destruction, total loss or loss of the vehicle including its co-insured parts through the following events:

*Fire and Explosion*



A.2.2.1.1 Fire and explosion are insured. A blaze is defined as a fire with flame formation, which starts without a hearth in accordance with the regulations or has left it and spreads from its own energy. Smouldering and scorching are not defined as a blaze. An explosion depends on the sudden gas/vapour expansion forces due to the tendency of gases to expand.

*Theft*

A.2.2.1.2 Theft is insured in the following cases:

- a Theft and robbery are insured as well as the surrendering of the vehicle due to extortion under threat of force.
- b Embezzlement is only insured if the vehicle is surrendered to the culprit neither for use in his own interests, nor to sell nor under retention of title.
- c Unauthorised use is only insured, if the culprit is in no way entitled to use the vehicle. The following are not deemed as unauthorised use: if the culprit is assigned the care of the vehicle by the person having the right of disposal (e.g. workshop or hotel employee). In addition, there is no insurance cover if the culprit is in a close relationship with the person having the right of disposal, e.g. the employee, family or member of the household.

*Storm, hail, lightning, flood*

A.2.2.1.3 The immediate effect of a storm, hail, lightning or flood on the vehicle is insured. A storm is defined as a movement of air of at least wind force 8 caused by the weather. Included are cases of damage which are caused by these forces of nature throwing objects onto or against the vehicle. Excluded are cases of damage which are the result of the behaviour of the driver caused by these forces of nature.

*Collision with animals*

A.2.2.1.4 The collision of the vehicle in transit with animals is insured. However, damage to the paintwork is only compensated, if it happens through an event which has also caused other damage to the car which is liable for insurance cover.

*Gnawing damage*

A.2.2.1.6 Damage caused to cables, tubes and pipes by gnawing damage with vehicles authorised as motor vehicles, with the exception of rental vehicles, taxis and self-driving rental vehicles, are insured. Consequential damage of every type, in particular advanced damage to the vehicle itself, are not insured under the partial cover insurance.

*Theft of the vehicle keys*

A.2.2.1.7 Damage caused by the theft of the vehicle keys through theft on the occasion of a break in or through robbery is insured.

*Breakage of glass*

A.2.2.1.8 Breakage to the glass of the vehicle is insured. Glass and plastic panes (e.g. front, rear, roof, sides and glass partitions), mirror glass and covers of lights are deemed to be glazing. Glass and plastic parts of measuring, assistance, camera and information systems, solar modules, displays, monitors as well as lighting do not belong to glazing. Consequential damages are not insured.

*Short circuit damage to cabling*

A.2.2.1.9 Damage to the cabling of the vehicle through a short circuit is insured. Consequential damages are not insured.

**A.2.2.2 Which events are insured under the fully comprehensive insurance?**

Insurance cover is provided with damage, destruction, total loss or loss of the vehicle, including its co-insured parts through the following events:

*Events of the partially comprehensive insurance*

A.2.2.2.1 The damage events of the partially comprehensive insurance are insured in accordance with A.2.2.1.

*Accident*



A.2.2.2.2 Damages to the vehicle through an accident are insured. An accident is an incident that involves a direct, sudden mechanical force acting on the insured vehicle immediately from outside.

Therefore, the following in particular are not accident damages:

- Damage to the vehicle which is solely caused by the braking procedure, e.g. damage to the braking system or the tyres.
- Damage to the vehicle, which only occurs due to an operational procedure, e.g. through incorrect operation, incorrect refuelling or sliding loads.
- Damage to the vehicle, the sole cause of which is material fatigue, overuse or wear and tear.
- Damage between the pulling and drawn vehicle or trailers without influence from outside, e.g. manoeuvring damage on the tractor through the trailer.
- Twisting damage.

Foreseeable damage to the vehicle, which normally arises within the scope of vehicle use in accordance with the regulations, is not deemed as accidental damage. Example: Damage to the load surface of a lorry when loading with gravel.

*Wilful or malicious acts*

A.2.2.2.3 Wilful or malicious acts of persons who are in no way entitled to use the vehicle are insured. In particular persons who were assigned to looking after the vehicle by the persons having the right of disposal (e.g. workshop or hotel employees) or are in a close relationship to the persons having the right of disposal, are deemed to be authorised (e.g. the employee, family or members of the household).

### **A.2.3 Who is insured?**

The protection of collision damage insurance applies to you and, if the contract is also concluded in the interests of an additional person, e.g. the lessor as owner of the vehicle, also for this person.

### **A.2.4 In which countries is insurance cover provided?**

With fully comprehensive cover you have insurance cover within the geographic borders of Europe as well as areas outside of Europe, which belong to the jurisdiction of the European Union.

### **A.2.5 What do we pay in the event of damage?**

The following damage regulations apply with damage, destruction, total loss or loss of the vehicle. They also correspondingly apply to co-insured parts, unless specified otherwise.

#### **A.2.5.1 What do we pay with total loss, destruction or loss?**

*Replacement value deducting residual value*

A.2.5.1.1 With total loss, destruction or loss of the vehicle we will pay the replacement value deducting an available residual value of the vehicle. If you still have your vehicle repaired despite total loss or destruction, A.2.5.2.1 applies.

*Leasing costs (GAP)*

A.2.5.1.2 In addition, we pay the differential amount between the replacement value and the remaining amount to be paid to the lessor from the leasing contract with leasing vehicles.

*Glass breakage with total loss*

A.2.5.1.3 If a glass breakage damages arise with total loss of the vehicle, we will replace the glazing parts to the replacement value in the partial cover insurance without installation costs, which arise from the ratio of new price to replacement value of the total vehicle.

*Deduction with missing engine immobiliser in the case of theft*

A.2.5.1.4 With total loss, destruction or loss of a motor vehicle following theft the compensation is reduced by 10%. This does not apply if the vehicle was secured by a self-sharpening electronic vehicle immobiliser at the time of theft.  
The regulation about deductibles in accordance with A.2.5.8 remains untouched by this.



*What is understood by total loss, replacement value, residual value and new price?*

A.2.5.1.5 A total loss occurs when the required cost of repairs of the vehicle exceed the replacement value for this.

A.2.5.1.6 The replacement value is the price which you have to pay for purchasing a used vehicle of the same value on the day of the damage event.

A.2.5.1.7 Residual value is the sale value of the vehicle in a damaged or destroyed state.

A.2.5.1.8 The new price is the amount which must be used for purchasing a new vehicle in the layout of the vehicle insured. If the type of insured vehicle is no longer manufactured, the price for a comparable successor model applies. The unbinding price recommendation of the manufacturer on the day of the damage event deducting discounts customary in a place and market is respectively relevant.

## **A.2.5.2 What do we pay in the event of damage?**

### *Repairs*

A.2.5.2.1 If the vehicle is damaged we will pay the costs required for repairs up to the following upper limits:

a The following applies if the vehicle is completely and professionally repaired:

We pay the costs required for this to the amount of the replacement value in accordance with A.2.5.1.6, if you prove this to us through an invoice. If you do not provide proof, we will pay in correspondence with A.2.5.2.1.b.

b If the vehicle is not, not completely or not professionally repaired, the following applies:

We will pay the required costs of complete repairs up to the amount of the replacement value reduced by the residual value (see A.2.5.1.6 and A.2.5.1.7).

### *Towing away*

A.2.5.2.2 If the vehicle is damaged we will refund the costs for towing away from the place where damage occurred to the nearest workshop suitable for repairs. At the same time, the upper limit in accordance with A.2.5.2.1.a or A.2.5.2.1.b may not be exceeded including our payments due to damage of the vehicle in accordance with A.2.5.2.1.

We do not pay if a third party is obliged to take on these costs with respect to you.

### *Deduction new for old*

A.2.5.2.3 We will deduct an amount corresponding to the age and the wear and tear of the old parts from the costs of the replacement parts and the paint work (new for old), if

- old parts are exchanged for new parts during the repairs or
- the vehicle is wholly or partly repainted.

The deduction new for old is limited to the tyres, battery and paintwork if the damage event occurred

- with a motor vehicle, motorbike and bus during the first 6 years
- with the remaining vehicle types in the first 3 years

after the first registration.

## **A.2.5.3 Expert Costs**

We will only refund the costs of an expert if we allow the hiring of one or have approved them.

## **A.2.5.4 VAT**

We will only refund VAT when and insofar this has actually accrued to you with the elimination of damages selected by you. We will not refund the VAT insofar as input tax deduction entitlement is provided.

## **A.2.5.5 Additional regulations with theft**

### *Recovery of the vehicle*



A.2.5.5.1 If the vehicle used is recovered within a month of receipt of the written notice of claim, you are obliged to take back the vehicle.

The possibility of again taking the vehicle back into possession with objectively reasonable efforts is required within this period.

A.2.5.5.2 We pay the costs for collecting the vehicle, if it is found at a distance of more than 50 km (as the crow flies). The costs will be refunded to the amount of a rail ticket 2<sup>nd</sup> class for a return journey up to a maximum distance of 1,500 km (rail kilometres). The distance from the regular location of the vehicle to the place where the vehicle is found is respectively relevant.

*Transfer of ownership after theft*

A.2.5.5.3 If you are not obliged to take back the vehicle in accordance with A.2.5.5.3, we will become the owner of this.

#### **A.2.5.6 Up to what amount do we pay (maximum liability)?**

Our maximum liability is limited to the new price of the vehicle in accordance with A.2.5.1.8.

#### **A.2.5.7 What we do not refund and residual and old parts**

*What we do not refund*

A.2.5.7.1 We do not pay for changes, improvements, damage caused by age and wear and tear. Likewise, we do not refund consequential damages such as loss of fuel and equipment (e.g. oil, cooling liquid), value reduction, approval costs, transportation costs, administration costs, downtime or costs of a rental vehicle.

*Residual and old parts*

A.2.5.7.2 Residual and old parts as well as the unrepaired vehicle remain with you and will be credited to the disposal value for the compensation.

#### **A.2.5.8 Deductible**

If a deductible is agreed, this is deducted from the compensation with each damage event. If and to what amount you have agreed a deductible, you can withdraw from your insurance policy.

#### **A.2.6 Due date of our payment, assignment**

A.2.6.1 As soon as we have determined our payment liability and the amount of compensation, we will pay not later than the end of the month.

A.2.6.2 You can demand an appropriate advance payment for the compensation if

- we have determined our payment liability and
- if the amount of compensation is not determined within a month after notice of claim.

A.2.6.3 If the vehicle has been stolen, please wait until it is relocated. For these reasons we will pay compensation no later than the end of the month of receiving the written notice of claim.

A.2.6.4 You can neither assign nor pledge your claim for compensation before the definitive determination without our express approval.

#### **A.2.7 Can we reclaim our payment from the driver, when you are not driving yourself?**

If another person is rightfully driving the vehicle and has a damaging event, we will not demand our payments from this person with inculpable or simple or grossly negligent causing of the damage.

This does not apply if the damaging event was caused by the driver through gross negligence following the consumption of alcohol or other intoxicating substances or the theft of the vehicle or its parts was made possible through gross negligence. In this case, we are entitled to reduce our payment in ratio to the severity of culpability. In all other cases, we will waive the objection to the grossly negligent causing of the damage with respect to the entitled driver.

If the driver is living with you under the same roof on occurrence of the damage, we will not ourselves request our compensation if the damage is caused through gross negligence.

We are entitled to demand back our payment to the full amount with damage caused by gross negligence.



Paragraphs 1 to 4 correspondingly apply if a person co-insured in the motor vehicle liability insurance in accordance with A.1.2 as well as the tenant or the borrower causes damage.

## **A.2.8 What is not insured?**

*Gross negligence and malicious intent*

A.2.8.1 No insurance cover is provided for damage which you cause deliberately.

If you enable theft through gross negligence or you cause a damage event through the consumption of alcohol or another intoxicating substance, we are entitled to correspondingly reduce our payment at a ratio corresponding to the severity of your negligence. In all other cases, we will waive the objection to the damage brought about by gross negligence against you.

*Racing*

A.2.8.2 No insurance cover is provided for damage which arises through the participation in motor sports where high speeds are reached. This also applies to associated practice drives.

*Tyre damage*

A.2.8.3 No insurance cover is provided for damaged or destroyed tyres. However, insurance cover for tyre damage is provided if, at the same time, other damage to the vehicle falling under the cover of collision damage insurance was caused by the same event.

*Earthquakes, war events, domestic unrest, measures of governmental authority*

A.2.8.4 Insurance cover is not provided for damage directly or indirectly caused through earthquakes, war events, domestic unrest, acts of terrorism or measures of governmental authority.

*Damages through nuclear energy*

A.2.8.5 No insurance cover is provided for damage through nuclear energy.

## **A.3 Motor vehicle accident insurance - If passengers are injured or killed**

### **A.3.1 What is insured?**

*Accidents when using the vehicle*

A.3.1.1 We provide the agreed insurance cover for accidents of the insured person, which occur in direct connection to the use of your vehicle or trailer attached to this (e.g. driving, climbing in and out, loading and unloading).

*Definition of an accident*

A.3.1.2 An accident occurs if the person insured suffers through

- an event suddenly affecting their body from outside (accident event)
- an involuntary impairment to health.

*Enlarged definition of an accident*

A.3.1.3 An accident shall also be deemed to have occurred when the insured person

- dislocates a joint on the limbs or spinal column,
- pulls or tears muscles, tendons, ligaments or capsules on limbs or the spinal column through increased exertion.

Meniscus and intervertebral discs are neither muscles, tendons, ligaments nor capsules. Therefore, they are not covered by this regulation.

An increased exertion is a movement, the muscle use of which exceeds the normal activities of daily life. The individual physical conditions of the person insured are relevant for the assessment of muscle use.

### **A.3.2 Who is insured?**



**A.3.2.1 Lump sum system**

The respectively authorised passengers of the vehicle are insured by the motor vehicle insurance in accordance with the lump sum system. The professional driver and co-driver employed by you are an exception to this, if they use the vehicle as such.

The insurance amount increases by 50% for death and disability with two and more authorised passengers and is distributed through the total number of passengers, irrespective of whether these result in damage.

**A.3.2.2 What is understood by authorised passengers?**

Authorised passengers are persons (driver and all additional passengers), who are found in or at the insured vehicle or are employed to use the vehicle in immediate connection with their transportation with the knowledge and will of the person with the right of disposal.

**A.3.3 In which countries is insurance cover provided?**

The motor vehicle insurance provides you with insurance cover in the geographic borders of Europe as well as in areas outside Europe which belong to the jurisdiction of the European Union.

**A.3.4 Which payments are included in the motor vehicle accident insurance?**

Your insurance policy indicates which of the payments are hereinafter agreed with which insurance amounts.

**A.3.5 Payment with disability**

**A.3.5.1 Requirements for the payment**

*Disability*

**A.3.5.1.1 The insured person has suffered disability.**

Disability is present when, due to an accident,

- the physical or mental performance is
- permanently

affected.

An impairment is permanent if

- it is likely to last longer than three years and
- a change to this state is not to be expected.

*Occurrence and medical confirmation of the disability*

**A.3.5.1.2 The disability**

- occurred and
- has been confirmed by a doctor in writing within 15 months after the accident.

If one of these requirements is not fulfilled, there is no claim for disability benefit.

*Claiming disability*

**A.3.5.1.3 You claim disability with us within 15 months of an accident. Claim means: you inform us that you assume disability.**

If you miss this deadline, the claim for disability benefit is ruled out.

Only in special exceptional cases is it excusable to miss the deadline.

*No disability benefit with accidental death in the first year*

**A.3.5.1.4 If an insured person dies because of an accident within a year of the accident, there is no claim for disability benefit.**

In this case, we will pay death benefit (A.3.8), provided this is agreed.

**A.3.5.2 Type and amount of payment**

*Calculating disability benefit*



A.3.5.2.1 You will receive the disability benefit as a one-off payment.

Principles for calculating the payment are

- the agreed payment amount and
- the disability level caused by the accident.

*Assessing the level of disability, period for the assessment*

A.3.5.2.2 The level of disability is adjusted to

- the schedule of compensation (A.3.5.2.3), insofar as the body parts or sensory organs are specified there,
- otherwise according to the extent normal physical or mental performance is affected in the long term (A.3.5.2.4).

The state of health caused by the accident, which is observable no later than the end of the third year after the accident, is significant. This applies to the first as well as later assessments of disability (A.3.10.4).

*Schedule of compensation*

A.3.5.2.3 The level of disability specified here exclusively applies with loss or complete incapacity of one of the following body parts or sensory organs:

Arm	70 %
Arm to above the elbow joints	65 %
Arm below the elbow joints	60 %
Hand	55 %
Thumbs	20 %
Index finger	10 %
Other finger	5 %
Leg above the middle of the thigh	70 %
Leg up to the middle of the thigh	60 %
Leg to below the knee	50 %
Leg to the middle of the lower leg	45 %
Foot	40 %
Large toe	5 %
Other toe	2 %
Eye	50 %
Hearing in one ear	30 %
Sense of smell	10 %
Taste	5 %

The corresponding part of the disability level specified applies with partial loss or partial functional impairment.

*Assessment outside the schedule of compensation*

A.3.5.2.4 For other body parts or sensory organs, the level of disability depends on the extent to which the overall normal and mental performance is affected in the long term. The criterion is an average person of the same age and sex.

The assessment is made exclusively according to medical points of view.

*Reduction with previous disability*

A.3.5.2.5 A previous disability is provided if affected body parts or sensory organs were already affected before the accident. It is assessed in accordance with A.3.5.2.3 and A.3.5.2.4. The level of disability is decreased by this previous disability.

*Disability level with impairment of several body parts or sensory organs*

A.3.5.2.6 Several body parts or sensory organs can be affected by an accident. Then the level of disability, which is determined according to the above provisions, is totalled up.

However, more than 100% will not be considered.

*Disability payment on death of the person insured*

A.3.5.2.7 If the insured person dies before assessment of the disability, we will pay a disability benefit under the following conditions:

- the insured person has not died due to an accident within the first year after the accident and



- the other requirements for disability benefit in accordance with A.3.5.1 are fulfilled. We pay in accordance with the level of disability which is expected on the basis of medical findings.

### **A.3.6 Daily allowance**

#### *Conditions for the payment*

- A.3.6.1 Due to the accident the insured person is
- impaired in their ability to work
  - on medical treatment.

#### *Amount and duration of the payment*

- A.3.6.2 Principles for calculating the payment are
- the agreed insurance amount
  - the level of the impairment of the ability to work caused by the accident.

The level of the impairment is assessed

- according to the ability of the insured person to further pursue their exercised profession up until the accident.
- according to the general ability of the insured person to carry out work, if they were not employed at the time of the accident.

The daily allowance is graded in accordance with the level of the impairment.

We will pay the daily allowance for the duration of the medical treatment, at the most for one year from the day of the accident.

### **A.3.7 Daily hospital allowance**

#### *Conditions for the payment*

- A.3.7.1 The insured person
- is receiving medically necessary in-patient hospital treatment due to the accident or
  - is undergoing an out-patient surgical operation due to an accident and is therefore impaired in practising their profession for at least five days without interruption and completely. If the insured person was not employed at the time of the accident, it depends on the general ability to carry out work.

Cures or stays in sanatoriums and convalescent homes do not qualify as medically necessary treatments.

#### *Amount and duration of the payment*

- A.3.7.2 We pay the agreed hospital allowance for each calendar day of the hospital treatment, for a maximum of 2 years from the date of the accident.

### **A.3.8 Death benefit**

#### *Requirements for the payment*

- A.3.8.1 The insured person dies due to an accident within one year of the accident.  
Please note the codes of conduct in accordance with E.1.4.1.

#### *Type and amount of payment*

- A.3.8.2 We pay the death benefit to the amount of the insurance amount agreed.

### **A.3.9 What happens when the consequences of an accident coincide with illnesses or disability?**

#### *Illnesses and disabilities*

- A.3.9.1 We only pay for the consequences of an accident. These are impairments to health and their consequences which were caused by the accident event.  
We do not pay for illnesses or disabilities.

#### *Contribution*



A.3.9.2 The following applies if the consequences of an accident are combined with illnesses or disabilities:

A.3.9.2.1 In correspondence with the extent to which illnesses or disabilities have contributed to the impairment to health or its consequences (portion contributed)

- the percentage of the level of disability with the disability benefit
  - with the death benefit and, unless otherwise specified, the payment itself with other payment types
- are reduced.

A.3.9.2.2 If the contributory effect amount amounts to less than 25%, we do not make a reduction.

### **A.3.10 Due date**

We will provide our services after we have concluded the surveys, which are necessary for assessing the insurance case and the extent of our payment liability. In addition, the following applies:

#### *Declaration about the payment liability*

A.3.10.1 We are obliged to declare whether and to what extent we recognise our payment liability within a month in text format. The time limit amounts to three months with disability benefit.

The time limits start as soon as we receive the following documents:

- Proof of course of events and the accident consequences.
- In addition, proof of the conclusion of treatment, with disability benefit, insofar as this is necessary for assessing the level of disability.

At the same time, please also note the codes of conduct in accordance with E.1.4.

We take on the medical fees, which accrue to you to justify the entitlement to benefits,

- with disability benefit of up to 1% of the insured amount.
- with daily allowance and hospital allowance up to a daily rate.

We do not take on other costs.

#### *Payment within two weeks*

A.3.10.2 If we recognise the claim or we have agreed the reason and amount with you, we will pay within 2 weeks.

#### *Advances*

A.3.10.3 If the payment liability is initially ascertained only on the merits, we shall make appropriate advance payments upon your request.

Before the conclusion of the therapy process, disability benefits may only be claimed up to the amount of the death amount specified in the contract within one year after the accident.

#### *Reassessment of the level of disability*

A.3.10.4 After assessing the level of disability, changes to the state of health can arise.

You and we are entitled to have the level of disability medically reassessed each year.

This right applies to you and us for no more than three years after the accident.

- If we want a reassessment, we will inform you about this together with the declaration about our payment liability.
- If you want a reassessment, you must inform us about this before expiry of the deadline.

### **A.3.11 Assignment and payment for a co-insured person**

#### *Assignment*

A.3.11.1 You can neither assign nor pledge your entitlement to benefit before final determination without our express authorisation.

#### *Payment for co-insured person*



A.3.11.2 You can only demand the payment of the insurance benefit accruing to the co-insured person to yourself with the approval of the insured person.

### **A.3.12 What is not insured?**

#### *Criminal offence*

A.3.12.1 No insurance cover is provided for accidents which befall the insured person as a consequence of the insured person intentionally carrying out or attempting to carry out a criminal offence.

#### *Unconsciousness / drunkenness*

A.3.12.2 No insurance cover is provided for accidents of the driver as a consequence of unconsciousness, also insofar as these relate to drunkenness, as well as through stroke cases, epileptic fits or other seizures, which afflict the whole body of the driver.

However, insurance cover is provided if these disorders or seizures are caused by an accident event which falls under this contract or under the motor vehicle accident insurance taken out with us for the vehicle.

#### *Racing*

A.3.12.3 No insurance cover is provided for accidents which occur during the participation in motor sports events, during which high speeds are reached. This also applies to associated practice drives.

#### *Earthquakes, war events, domestic unrest, measures of governmental authority*

A.3.12.4 No insurance cover is provided for accidents which are indirectly or directly caused by earthquakes, war events, domestic unrest or measures of governmental authority.

#### *Nuclear energy*

A.3.12.5 No insurance cover is provided for damage through nuclear energy.

#### *Intervertebral disc, internal bleeding*

A.3.12.6 Insurance cover is not provided for damage to intervertebral discs as well as with bleeding from internal organs and cerebral bleeding. However, insurance cover is provided if the main cause is an accident event falling under this contract in accordance with A.3.1.2.

#### *Infections*

A.3.12.7 No insurance cover is provided for infections. However, insurance cover is provided for lockjaw and rabies, if the pathogenic agent enters the body immediately or later through an insured accident event. Insurance cover is provided for other infections, if the pathogenic agent, that not only causes minor skin or mucous membrane injuries, enters the body immediately or later through an insured accident event. Insurance cover is provided for infections which are caused through therapeutic treatments, if the therapeutic treatments were prompted by an accident event covered under this contract.

#### *Psychological reactions*

A.3.12.8 No insurance cover is provided for pathological disorders due to psychological or mental reactions, even if these were caused by an accident.

#### *Stomach and abdominal hernias*

A.3.12.9 Insurance cover is not provided for stomach and abdominal hernias. However, insurance cover is provided if these are caused by a violent impact from the outside which is covered by this policy.



## **B Start of the contract and provisional insurance cover**

The insurance contract comes into effect when we accept your contract. This happens regularly on receipt of the insurance policy by you.

### **B.1 When does the insurance cover start?**

The insurance cover only starts when you have paid the contribution due specified in your insurance policy, however, not before the agreed point in time. If you do not pay the first or one-off contribution at the right time, the consequences shall be determined according to C.1.2 and C.1.3.

### **B.2 Provisional insurance cover**

You have provisional insurance cover in accordance with the following regulations before the amount is paid.

#### *Motor vehicle liability insurance*

B.2.1 If we hand over the insurance confirmation to you or we specify the certificate of insurance number to you by electronic certificate of insurance, you have provisional insurance cover in the motor vehicle liability insurance at the agreed time, no later than the day on which the vehicle is approved using the certificate of insurance. If the vehicle is already approved, the provisional insurance cover starts from the agreed time.

#### *Collision damage insurance and motor vehicle accident insurance*

B.2.2 You only have provisional insurance cover in the collision damage and motor vehicle accident insurance if you have expressly agreed to this. The insurance cover starts at the agreed time.

#### *Transition of the provisional into the final insurance cover*

B.2.3 As soon as you have paid the first or one-off contribution in accordance with C.1.1, the provisional is transferred to the final insurance cover.

#### *Retroactive elimination of the provisional insurance protection*

B.2.4 The provisional insurance protection shall lapse retroactively if

- we have accepted your application unamended and
- you have not paid the first or one-off contribution immediately (in other words no later than 14 days) after a period of two weeks on receipt of the insurance policy.

Then you have no insurance cover from the start. This only applies if you have not made payment at the right time.

#### *Cancellation of the provisional insurance cover*

B.2.5 You and we are entitled to cancel the provisional insurance cover at any time. Our cancellation will only be effective on expiry of the two weeks from your receipt of the cancellation.

#### *Ending the provisional insurance cover through withdrawal*

B.2.6 If you withdraw the insurance contract in accordance with § 8 Insurance Contract Law, the provisional insurance protection ends on our receipt of the withdrawal declaration.

#### *Contribution for provisional insurance protection*

B.2.7 We are entitled to a part of the contribution corresponding to the term for the period of the provisional insurance cover.



## **C Contribution payment**

### **C.1 Payment of the first or one-off contribution**

#### *Timely payment*

C.1.1 The first and one-off contribution specified in the insurance policy is due two weeks from receipt of the insurance policy. You then have to pay this contribution immediately (that is no later than 14 days).

#### *Delayed payment*

C.1.2 If you do not pay the first or one-off contribution at the right time, you will not have any insurance cover from the start, unless you are not responsible for the non-payment or late payment. However, if you have not made payment at the right time the insurance cover only starts from the payment of the contribution.

#### *Withdrawal*

C.1.3 We can also withdraw from the contract as long as the contribution is not paid. The withdrawal is ruled out if the non-payment is not your responsibility. After the withdrawal we can demand a business fee from you. This amounts to 10% of the annual contribution for each month started from the start of the insurance cover applied for to our withdrawal however, a maximum of 40% of the annual contribution.

### **C.2 Payment of the subsequent contribution**

#### *Timely payment*

C.2.1 A subsequent contribution is due and should be paid at the time specified in the insurance policy or in the contribution invoice.

#### *Delayed payment*

C.2.2 If you do not pay a subsequent contribution at the right time we will ask you to pay the contribution in arrears in addition to the damages caused by delay (costs and interest) within two weeks from receipt of our request.

C.2.3 If a damaging event occurs on expiry of the two-week payment deadline and if these contributions have still not been paid at this point in time, you have no insurance cover. However, we are still obliged to make payment if you are not responsible for the delayed payment.

C.2.4 We can cancel the contract with immediate effect if you are still in arrears with the payment of these contributions on expiry of the two-week payment deadline. Our cancellation is ineffective if you pay these contributions within a month of receiving the cancellation. If we have declared the cancellation together with the reminder, the cancellation becomes ineffective if you pay it within a month of the expiry of the payment deadline specified in the reminder.

You have no insurance cover for damage events which occur during the period from the expiry of the payment deadline to your payment. Insurance cover is only again provided for damage events after your payment.

### **C.3 Payment which is not made at the right time with a change of vehicle**

If you insure another vehicle with us for the new contract, instead of the vehicle previously insured with us (change of vehicle), we will turn to the regulations for the subsequent contribution more favourable to you in accordance with C.2.2 to C.2.4 with late payment of the first or one-off contribution. In addition, we will not refer to the retroactive lapse of the provisional insurance cover in accordance with B.2.4. The following requirements must be met for this:

- no more than six months have passed since the end of the insurance for the previous vehicle and the start of the insurance for the other vehicle,
- type of vehicle and use of the vehicle are the same.

If we cancel the insurance contract due to non-payment, we can demand a business fee from you corresponding to C.1.3.



#### **C.4 Payment periods**

You must pay contributions to your insurance in correspondence with the agreed payment period. The payment period is the insurance period in accordance with § 12 Insurance Contract Law. Your insurance policy specifies which payment periods you have agreed with us.

The term of the contract, which can be differentiated from the payment period, is regulated in section G.

#### **C.5 Contribution obligation with follow-up liability in the motor vehicle liability insurance**

If we remain liable to make payment in the motor vehicle liability insurance due to § 117 paragraph 2 Insurance Contract Law with respect to a third party, despite the ending of the insurance contract, we are entitled to the contribution for the time of this obligation. Our rights in accordance with § 116 paragraph 1 Insurance Contract Law remain unaffected.

### **D Your obligations when using the vehicle and consequences of a breach of duty**

#### **D.1 What are your obligations when using the vehicle?**

##### **D.1.1 With all types of insurance**

*Only use for the agreed purpose*

D.1.1.1 The vehicle may only be used for the purpose specified in the insurance contract.

*Only the authorised driver may use the vehicle*

D.1.1.2 The vehicle may only be used by an authorised driver. The authorised driver is someone who uses the vehicle to the knowledge and will of the designated authority.

*Only travel with driver licence*

D.1.1.3 The driver may only use the vehicle on public roads or places with the required driver licence. In addition, the holder or the owner may not allow the vehicle to be used by a driver who does not have the required driver licence.

*Racing*

D.1.1.4 The vehicle may not be used for driving events which involve achieving high speeds (racing). This also applies to the associated practice drives.

*Vehicles with interchangeable number plates*

D.1.1.5 The driver may only use the vehicle permitted with an interchangeable number plate on public roads or places if the interchangeable number plate is fully attached. In addition, you, the holder or the owner may only allow the use of the vehicle by a driver if the interchangeable number is fully attached.

##### **D.1.2 Additionally, in the motor vehicle liability insurance**

*Alcohol and other intoxicating substances*

The vehicle may not be driven if the driver is not in the position to drive the vehicle safely because of alcoholic drinks or other intoxicating substances.

In addition, you, the holder or the owner of the vehicle may not allow this to be driven by a driver who is not in the position to drive the vehicle safely because of alcoholic drinks or other intoxicating substances. .

#### **D.2 What are the consequences of breaching these obligations?**

*Exemption from payment or benefit reduction*

D.2.1 If you intentionally breach one of your obligations regulated in D.1, you have no insurance cover. If you breach your obligations through gross negligence, we are entitled to reduce our payment at a ratio corresponding to the severity of your culpability. The insurance cover



continues to exist if you prove that you have not breached your obligation through gross negligence.

With a breaching of the obligation in the motor vehicle liability insurance from D.1.2 sentence 2 we are not exempted from the payment liability to you, the holder or owner, provided you, the holder or the owner have not suffered personal injury as vehicle passenger, who has not driven the vehicle.

- D.2.2 At variance with D.2.1 we are obliged to make payment, insofar as the breach of duty is neither the cause for the occurrence of the insured event nor for the scope of our payment liability. This does not apply if you maliciously breach the obligation.

*Limiting the release from the obligation to pay benefits in the motor vehicle liability insurance*

- D.2.3 The release from the obligation to pay benefits or the benefit reduction arising from D.2.1 is limited to a maximum amount of EUR 5,000 for you and the co-insured persons in the motor vehicle liability insurance. In addition, the minimum insurance amounts applicable in Germany apply instead of the agreed insurance amounts.

Sentences 1 and 2 correspondingly apply if we are completely or partly released from the obligation to pay benefit due to a risk increase carried out by you (§§ 23, 26 Insurance Contract Law).

- D.2.4 We are completely free from the obligation to pay benefit with respect to a driver who acquires the vehicle through a deliberate criminal act.

## **E Your obligations in the event of damage and the consequences of a breach of duty**

### **E.1 What are your obligations in the event of damage?**

#### **E.1.1 With all types of insurance**

*Obligation to notify*

- E.1.1.1 You are obliged to notify us about each damage event, which can lead to payment by us, within a week.
- E.1.1.2 If the police, the public prosecutor's office or another authority investigate the damage event, you are obliged to inform us immediately about this. This also applies if you have already notified us about the damage event.

*Obligation to give information*

- E.1.1.3 You must do everything which is required to provide information about the insured event and the scope of our liability. At the same time, you must observe the following obligations:
- You may not leave the scene of the accident without enabling the legally required findings and at the same time observing the legally required waiting time (hit-and-run).
  - You must answer our questions about the circumstances of the damage event, the extent of the damage and about our liability truthfully and completely. We can demand you answer us in writing.
  - You must provide us with the requested evidence, insofar as it can be reasonably expected of you to procure this.
  - You must follow our instructions required for clarifying the damage, as far as it is reasonable for you.
  - You must enable us to investigate the circumstances of the damage event and our liability, as far as it is reasonable for you.

*Obligation to minimize damage*

- E.1.1.4 You are obliged, where possible, to ensure the aversion and reduction of the damage when a damage event occurs.

You should follow our instructions for this, as far as it is reasonable for you.

#### **E.1.2 Additionally, in the motor vehicle liability insurance**

*In the event of extra-judicial claims*



- E.1.2.1 If claims are made against you, you are obliged to inform us about this within a week of making the claim.

*Notification of minor damages*

- E.1.2.2 If you settle or want to settle a damage to property yourself, which probably amounts to no more than EUR 500, you must first indicate the damage event to us, if you do not manage the self-adjustment yourself.

*With judicially applicable claims*

- E.1.2.3 If a claim is judicially applied against you (e.g. lawsuit, default summons), you must immediately notify us about this.
- E.1.2.4 You must surrender the management of the legal dispute to us. We are also entitled to appoint a lawyer in your name. You must grant the full power of attorney as well as all required information to this party and make the requested documentation available.

*With imminent expiry of the term*

- E.1.2.5 If we do not provide any instruction later than two days before the expiry of the term, you must submit the required legal remedy (e.g. objection) against a default summons or a decision of an authority at the due date.

**E.1.3 Additionally, in the collision damage insurance policy**

*Displaying the insurance claim in the case of theft of the vehicle*

- E.1.3.1 In the case of theft of the vehicle or co-insured parts, you are obliged, contrary to E.1.1.1., to immediately notify us about this in writing. Your notice of claim must be signed by you.

*Requesting our instructions*

- E.1.3.2 You must request our instructions before starting to use or repair the vehicle or co-insured parts, insofar as the circumstances authorise this. You must follow our instructions, so far as is reasonable for you.

*Notifying the police*

- E.1.3.3 If the damages caused by theft, fire or game exceed the amount of EUR 200, you are obliged to immediately notify the police about the damage event.

**E.1.4 Additionally, in the motor vehicle insurance**

*Notification of the case of death within 48 hours*

- E.1.4.1 If the accident results in the death of an insured person, you must inform us about this within 48 hours for the benefit of the insurance contract. This also applies when the accident has already been reported. We are granted the right to carry out an autopsy by a doctor appointed by us.

*Medical care*

- E.1.4.2 After an accident, which can lead to payment through us, you must immediately consult a doctor and follow his instructions and inform us.

*Medical information*

- E.1.4.3 For assessing our obligation to pay benefit, if possible we require information from

- doctors, who have treated or examined you before or after the accident.
- other insurers, insurance companies and authorities.

You must enable us to obtain the required information. In addition, you can enable the doctors and specified offices to issue the information directly to us. Otherwise, you must gather the information yourself and make it available to us.

We assign doctors, in case this is required for assessing our obligation to pay benefit. You must be examined by these doctors. We carry the necessary costs and loss of earnings which arise through the examination.

If necessary, you have to work towards issuing the reports requested as soon as possible.

*Deadline for determining and asserting the disability*

- E.1.4.4 Please also note 15-month deadline for determining and asserting the disability in accordance with A.3.5.1.3.



## **E.2 What are the consequences of breaching these obligations?**

### *Exemption from paying benefit or benefit reduction*

E.2.1 If you intentionally breach an obligation regulated in E.1.1 to E.1.5, you have no insurance cover. If you breach your obligations through gross negligence, we are entitled to reduce our payment in ratio to the severity of your negligence. If you prove that you have not breached the obligation through gross negligence, the insurance cover is still provided.

E.2.2 Contrary to E.2.1, we are obliged to pay benefit, provided you prove that the breach of duty neither caused the determination of the insurance claim nor the determination or extent of our liability. This does not apply if you maliciously breach the obligation.

### *Limitation of the exemption from the obligation to pay in the motor vehicle liability insurance*

E.2.3 The exemption from the obligation to pay or the benefit reduction specified in E.2.1 with respect to you and the co-insured person is limited to the maximum amount of EUR 2,500 in the motor vehicle liability insurance.

E.2.4 The exemption from the obligation to pay extends to a maximum amount of EUR 5,000, if you have breached the disclosure obligation or the duty to minimize damage in accordance with E.1.1.3 and E.1.1.4

- deliberately; and
- in a particularly serious way.

For instance, this is the case with unauthorised removal from the scene of the accident despite a personal or serious damage to property.

### *Complete exemption from the obligation to pay in the motor vehicle liability insurance*

E.2.5 If you breach your obligations with the intention of procuring a pecuniary advantage for yourself or another party, we are completely exempt from our obligation to pay with respect to the pecuniary advantage acquired.

### *Characteristics of the motor vehicle liability insurance*

E.2.6 If you breach your obligations in accordance with

- E.1.2.1 (notice of extra-judicially applicable claims),
- E.1.2.3 (notice of judicially applicable claims) or
- E.1.2.4 (conduct of a case through us)

and if this leads to a legally binding decision, which significantly goes beyond the scope of the compensation owed in accordance with circumstances and legal position, the following applies:

- In the case of wilful infringement, we are completely free from our payment obligation with respect to the additional amount to be paid by us.
- In the case of gross negligence, we are entitled to reduce our payment with respect to this additional amount in ratio to the severity of your guilt.

### *Minimum insurance amounts*

E.2.7 If you breach your duties in accordance with E.1.1 and E.1.2 in the motor vehicle liability insurance, the minimum insurance amounts applicable in Germany apply instead of the agreed insurance amounts.

## **F Rights and obligations of the co-insured persons**

### *Obligations of the co-insured persons*

F.1 The co-insured persons are able to logically apply the regulations to their obligations.

### *Exercising the rights*

F.2 The exercising of the rights of the co-insured persons from the insurance contract only applies to you as insured, unless specified otherwise. Other regulations are:

- Assertion of claims in the motor vehicle liability insurance in accordance with A.1.2,

### *Effects of a breach of duty on co-insured persons*



F.3 If we are exempted from the payment obligation with respect to you, this also applies with respect to all co-insured persons.

An exception to this shall only apply in the motor vehicle liability insurance:

With respect to co-insured persons, we can only invoke the release from the payment obligation, if:

- The circumstances underlying the release from the payment obligation are present in the person of the co-insured; or
- These circumstances were known to the co-insured or not known following gross negligence.

If we are obliged to make payment, the legally minimum insurance amounts applicable in Germany apply instead of the insurance amounts agreed. The same applies when we render services with respect to injured third parties despite the ending of the insurance relationship. The recourse against you also remains in these exceptional cases.

## **G Term and cancellation of the contract, sale of the vehicle, cessation of risk**

### **G.1 How long does the insurance contract run?**

#### *Duration of the contract*

G.1.1 The duration of your contract is specified in your insurance policy.

#### *Automatic extension*

G.1.2 If the contract is concluded for a term of one year, it is extended at the expiry by an additional year, if you or we do not cancel the contract.

This also applies if less than one year is agreed for the first term on conclusion of the contract, in order to allow the following insurance year to start on a particular calendar date.

#### *Insurance indicator*

G.1.3 The insurance contract for a vehicle with insurance indicator (e.g. moped) ends with the expiry of the year of operation. A cancellation is not required for this. The year of operation runs from 1<sup>st</sup> March to the end of February of the following year.

#### *Contracts with a term of less than one year*

G.1.4 If the term is expressly agreed to be less than one year, the contract ends at the agreed time, without the need for cancellation.

### **G.2 When and for what reason can you cancel the insurance contract?**

#### *Cancellation on expiry of the insurance year*

G.2.1 You can cancel the contract on expiry of the insurance year. The cancellation is only effective if we receive it no later than a month before expiry.

#### *Cancellation of the provisional insurance cover*

G.2.2 You are entitled to cancel a provisional insurance cover. The cancellation is immediately effective on receipt by us.

#### *Cancellation after a damage event*

G.2.3 You can cancel the contract after the occurrence of a damage event. The cancellation must be received by us within a month of the negotiations about the compensation ending or within a month of us recognising our payment obligation in the motor vehicle liability insurance or wrongly rejecting it. The same applies when we issue the instruction to you to allow the claim of the third party to result in a legal dispute in the motor vehicle liability insurance. In addition, you can cancel the contract in the motor vehicle liability insurance after one month has elapsed since the legal effect of the judgement made in the legal dispute with the third party.

G.2.4 You can determine whether the cancellation should be effective immediately or at a later point in time, at the latest by the expiry of the contract.



*Cancellation with the sale or the forced sale of the vehicle*

G.2.5 If you sell the vehicle or if it is forcibly sold, the contract is transferred to the buyer in accordance with G.7.1 or G.7.6. The buyer is entitled to cancel the contract within a month of purchase. If they are not aware of the existence of the insurance, the cancellation period of the buyer first starts from becoming known.

The buyer can determine whether the contract ends with immediate effect or at the latest by the expiry of the contract.

G.2.6 If the buyer of the vehicle takes out a new insurance policy and submits a certificate of insurance at the approval authority, this automatically applies as cancellation of the transferred contract. The cancellation is effective at the start of the new insurance policy.

*Cancellation with contribution increase*

G.2.7 If we increase the contribution due to a contribution adjustment law, you can cancel the contract within a month of receiving our notification about the contribution increase. The cancellation is immediately effective, however, no sooner than the effective date of the contribution increase. We will inform you about the contribution increase no later than a month before it becomes effective and will inform you about your cancellation right.

*Cancellation with changed use of the vehicle*

G.2.8 If the type, manner and use of the vehicle changes in accordance with I.3 and the contribution increases by more than 10% you can cancel the contract within a month of receiving our notification without observing a notice period.

*Cancellation when changing the tariff structure*

G.2.9 If we change our tariff structure on the basis of an agreement, which awards us this right, you can cancel the contract within a month of receiving our notification about the change. The cancellation is effective immediately, however, no sooner than the effective date of the change. We will inform you about the change no later than a month before it becomes effective and will inform you about your cancellation right.

**G.3 When and for what reason can we cancel the insurance contract?**

*Cancellation on expiry*

G.3.1 We can cancel the contract on expiry of the insurance year. The cancellation is only effective if you receive it no later than a month before expiry.

*Cancellation of the provisional insurance cover*

G.3.2 We are entitled to cancel a provisional insurance cover. The cancellation becomes effective after the passing of two weeks from you receiving it.

*Cancellation after a damage event*

G.3.3 In the event of a damage event, we can cancel the contract. You should have received the cancellation within a month of ending the negotiations about the compensation or within a month, after which we have recognised our payment obligation in the motor vehicle liability insurance or have wrongly rejected it. The same applies when we issue the instruction to you in the motor vehicle liability insurance, to allow the claim of the third party for a legal dispute. In addition, we can cancel the contract by the expiry of the month since the coming into legal force of the judgement made in the legal dispute with the third party.

Our cancellation is effective one month after you receive it.

*Cancellation with non-payment of the subsequent contribution*

G.3.4 If you have still not paid an outstanding subsequent contribution in addition to costs and interest despite our payment demand in accordance with C.2.2 within the two-week deadline, we can cancel the contract with immediate effect. Our cancellation is ineffective when you pay these amounts within a month from receipt of the cancellation (also see C.2.4).

*Cancellation when breaching your duties during use of the vehicle*

G.3.5 If you have breached your duties when using the vehicle in accordance with D, we can cancel the contract within a month, with immediate effect, after we have become aware of the breach of duty. This does not apply when you prove that you have breached the duty neither deliberately nor through gross negligence.



*Cancellation with changed use of the vehicle*

G.3.6 If the type and use of the vehicle in accordance with I.3 changes, we can cancel the contract with immediate effect. If you can prove that the change was neither intentional nor through gross negligence, the cancellation will be effective a month after receipt by you.

*Cancellation on sale or forced sale of the vehicle*

G.3.7 We can cancel on sale or forced sale of the vehicle to the buyer in accordance with G.7. We will announce the cancellation within a month from the time we become aware of the sale or forced sale. Our cancellation will become effective a month after receipt by the buyer.

**G.4 Cancelling individual types of insurance**

G.4.1 The motor vehicle liability, collision, and motor vehicle accident insurance are respectively legally independent contracts. The cancellation of one of these contracts does not affect the continued existence of the others.

G.4.2 You and we are entitled to cancel the entire motor vehicle insurance for the vehicle on presentation of a cancellation reason for one of these contracts.

G.4.3 If we only cancel one from several of the contracts concluded for the vehicle, you can extend the cancellation to the entire motor vehicle insurance. For this purpose, you must inform us within two weeks of receiving our cancellation that you do not wish to continue with the other contracts. Correspondingly, we have the right to cancel the entire motor vehicle insurance if you only cancel a contract from several.

G.4.4 G.4.1 and G.4.2 shall apply accordingly if several vehicles are insured in a contract.

**G.5 Receipt and form of cancellation**

A cancellation should be made in writing and is only effective when it is received within the respective deadline.

**G.6 Contribution statement after cancellation**

If a cancellation is made before the expiry of the insurance year the amount accruing at the time of the insurance protection is owed to us pro rata.

**G.7 What should be considered when selling the vehicle?**

*Transferring the insurance to the buyer*

G.7.1 If you sell your vehicle, the insurance is transferred to the buyer. This does not apply to the motor vehicle accident insurance.

G.7.2 We are entitled and obliged to adjust the amount in correspondence with the information of the buyer, as we would demand with a renewal of contract. The new contribution applies from the day which follows the transfer of the insurance.

G.7.3. We can neither demand the contribution for the ongoing payment periods from you nor the buyer.

*Notification of the sale*

G.7.4 You and the buyer are obliged to immediately notify us about the sale of the vehicle. If no notification is made, there is a danger of losing the insurance protection under the requirements of § 97 Insurance Contract Law.

*Cancelling the contract*

G.7.5 In the case of a sale, the buyer can cancel the contract in accordance with G.2.5 and G.2.6 or we can cancel the contract in accordance with G.3.7. Then we can demand the contribution to be paid by you only.

*Forced sale*

G.7.6 The regulations G.7.1 to G.7.5 should be correspondingly used, if your vehicle is sold in a forced auction.

**G.8 Cessation of risk (e.g. through vehicle scrapping)**

If the insured risk is finally ceded, the contribution is owed by us until the time we become aware of the cessation of risk.



## **H Decommissioning, seasonal license number, journeys with unstamped licence plates**

### **H.1 What should be considered during decommissioning?**

#### *Laid-up insurance*

- H.1.1 If the insured vehicle is decommissioned and is supposed to be approved at a later time, the contract is not ended by this.
- H.1.2 The contract is passed over to a non-contributory laid-up insurance, when the approval authority informs us about the decommissioning. This does not apply when the decommissioning amounts to less than two weeks or you demand the unlimited continuation of the previous insurance cover.
- H.1.3 The regulations in accordance with H.1.1 and H.1.2 do not apply to vehicles with proof of insurance (e.g. mopeds), camper trailers as well as for contracts with expressly shorter durations of contract than one year.

#### *Scope of the laid-up insurance*

- H.1.4 During the decommissioning, we grant you unlimited insurance cover with the non-contributory laid-up insurance.

The laid-up insurance protection includes

- the motor vehicle liability insurance
- the partial coverage insurance, if a full or partial coverage insurance was provided for the vehicle at the time of the decommissioning.

#### *Your obligations with the laid-up insurance*

- H.1.5 For the duration of the laid-up insurance you are obliged to park the vehicle

- in a garage (e.g. a single or communal garage) or
- at a fenced in parking place (e.g. enclosed by a fence, hedge, wall)

not only temporarily. You may also not use the vehicle outside of these spaces. If you breach your obligations, we are released from payment under the requirements in accordance with D.2.

#### *Reregistration*

- H.1.6 If the vehicle is registered again (end of the decommissioning), the original insurance cover is revived. You should immediately inform us about the end of the decommissioning.

#### *End of the contract and laid-up insurance*

- H.1.7 The contract and also the laid-up insurance end 18 months after the decommissioning of the vehicle, without it requiring a cancellation.
- H.1.8 We have the right to continue the contract and request the other insurer to cancel the contract if you again register the vehicle during the existence of the laid-up insurance with an insurance certificate of another insurer.

### **H.2 Which features apply with seasonal license numbers?**

- H.2.1 We grant agreed insurance cover during the period (season) documented on the official licence plate for vehicles, which are permitted with a seasonal licence number.
- H.2.2 Outside of the season you have laid-up insurance cover in accordance with H.1.4 and H.1.5.
- H.2.3 For journeys outside of the season, you have insurance protection in the motor vehicle liability insurance within the district responsible for the holder and a neighbouring district, when these journeys are made
- in connection with the approval procedures or
  - due to the main survey, safety test or exhaust emission test.

### **H.3 Journeys with unstamped licence plates**

#### *Insurance cover in the motor vehicle liability insurance*



H.3.1 Insurance cover is also provided in the motor vehicle liability insurance for trial runs with unstamped licence plates. This does not apply to journeys for which a red label or short-term number plate must be applied.

*What are trial runs?*

H.3.2 Trial runs are journeys which are combined with the approval procedures. These are:

- Journeys to the vehicle registration office to attach the stamp seal as well as journeys to carry out a main survey or a safety test within the responsible district and a neighbouring district with unstamped licence plates, if the approval authority issued these.
- Journeys after removing the stamp seals with the previously allocated number plate until the expiry of the decommissioning date of the vehicle.

## **I Change in contributions**

### **I.1 Changing features for contribution calculation**

*Which changes are considered?*

I.1.1 If, during the term of the contract, a feature for calculating the contribution (type, construction, use, motor power, number of seats, weight and payload of the vehicle) outlined in the insurance certificate changes, we will recalculate the contribution. This can lead to a reduction in the contribution or to an increase in the contribution.

*Effect on the contribution*

I.1.2 The new contribution applies from the day of the change.

I.1.3 If the annual mileage outlined in the insurance certificate changes, the new amount applies contrary to I.2.2 retroactively from the start of the current insurance year.

### **I.2 Your obligation to disclose features for contribution calculation**

*Indication of changes*

I.2.1 You must immediately indicate the change to one of the following features for contribution calculation:

Type, construction, use, motor power, number of seats, weight and payload of the vehicle

*Verification of the features for contribution calculation*

I.2.2 We are entitled to verify whether the features considered with your contract are applicable to the contribution calculation. You should present us with corresponding confirmations or evidence on request.

*Consequences of inappropriate information*

I.2.3 If you have entered inappropriate information about features for the contribution calculation or not shown changes and therefore a contribution which is too low has been calculated, the contribution, which corresponds to the actual features for the contribution calculation, applies retroactively from the start of the current insurance year.

I.2.4 If you have deliberately entered inappropriate information or deliberately not shown changes and as a result a contribution has been calculated which is too low, a contractual penalty should be paid to the amount of a yearly contribution for the current insurance year in addition to the contribution increase.

*Consequences of omissions*

I.2.5 If you culpably do not fulfil our request to submit confirmations or evidence, we are entitled to calculate the contribution retroactively from the start of the current insurance year in accordance with the estimates which are unfavourable for you, if

- we have pointed out the contribution to be paid and at the same time the underlying estimates to you in text format
- and you do not submit the confirmations or evidence requested for assessing the contribution calculation within the deadline of at least 4 weeks set by us.



### **I.3 Changing the type and use of the vehicle**

If the type and use of the vehicle outlined in the insurance certificate change in accordance with the table in attachment 1, you must indicate this to us. Pulling vehicle and trailer are classified as a unit with the allocation of the vehicle according to use, whereby the higher risk is relevant.

In this case, we can cancel the insurance contract in accordance with G.3.6 or adjust the contribution from the change.

If we increase the contribution by more than 10%, you have a cancellation right in accordance with G.2.8.

### **I.4 Contribution changes to adjust damages and cost development**

I.4.1 We are entitled to adjust the tariffs and contributions applicable to the existing contracts in consideration of the principles of the insurance mathematics and insurance technology to the damage and cost development in the motor vehicle liability and the collision damage insurance. At the same time, only the changes to the damage and cost development occurring since the determination or the last adjustment of the tariff and expected in the next insurance year may be considered. The new contributions may not be higher than the contributions of the tariff for contracts to be concluded with the same tariff features and the same scope of cover. They will become effective at the start of the next insurance period.

I.4.2 If the adjustment results in an increase of the contribution, it will only be effective if we inform you about the contribution increase by providing information about the difference between the old and new contribution, no later than a month before the effective date and inform you in writing about your right in accordance with G.2.

I.4.3 If the adjustment reduces the tariff contribution, the insurer is obliged to reduce the contribution from the start of the next insurance period to the amount of the new tariff contribution.

### **I.5 Right of termination**

If a change of the tariff in the motor vehicle liability insurance leads to a contribution increase, you have a right of termination in accordance with G.2.7. If several changes are effective at the same time, your right of termination only exists if the changes in the amount lead to a contribution increase.

This correspondingly applies to the collision damage insurance.

### **I.6 Legal change to the scope of payment in the motor vehicle liability insurance**

We are entitled to increase the contribution in the motor vehicle liability insurance, as soon as we are obliged to increase the scope of payment or the insurance amounts due to a law, an ordinance or an EU guideline.

### **I.7 Changing the tariff structure**

We are entitled to change the provisions for the tariff structure and the risks to be insured. This assumes that the changed provisions correspond with the recognised principles of insurance mathematics and insurance technology. The changed provisions will be effective at the start of the next insurance year.

In this case, you have a cancellation right in accordance with G.2.9.



## **J Differences of opinion and places of jurisdiction**

### **J.1 If you are not satisfied with us**

#### *Insurance supervision*

J.1.1 If you are not satisfied with our support or if there are differences of opinion when processing the contract, you can also contact the supervisor responsible for us. As an insurance company, we are subject to the supervision of the Bundesanstalt für Finanzdienstleistungsaufsicht (Federal Financial Supervisory Authority).

Bundesanstalt für Finanzdienstleistungsaufsicht (BaFin)

Sektor Versicherungsaufsicht

Graurheindorfer Straße 108

53117 Bonn

[E-Mail: poststelle@bafin.de](mailto:poststelle@bafin.de)

Tel.: 0228 4108-0, Fax 0228 4108 – 1550

Please note that the BaFin is not an arbitration board and cannot decide on individual disputes.

#### *Legal action*

J.1.2 In addition, it is possible for you to take legal action.

### **J.2 Places of jurisdiction**

#### *When you make a complaint about us*

J.2.1 You can make claims from your insurance contract at the following courts:

- to the court which is regionally responsible for your place of residence,
- to the court which is regionally responsible for our head office or for the subsidiary looking after you.

#### *When we make a complaint about you*

J.2.2 We can make claims from the insurance contract at the following courts:

- to the court which is regionally responsible for your place of residence,
- to the court of the area where the head office or the subsidiary of your company is found, if you have concluded the insurance contract for your business or your business enterprise.

#### *You have moved your place of residence or head office abroad*

J.2.3 If you have moved your place of residence, head office or usual residence outside of Germany or your residence, head office or usual residence is not known at the time of raising the claim, the court which is responsible for our place of jurisdictions is agreed, contrary to the regulations in accordance with J.2.2.



## ***Annex 1: Type and use of vehicles***

### **1 Vehicles with insurance indicators**

Vehicles which must carry an insurance indicator are:

- 1.1 Bicycles with auxiliary motor with a displacement of no more than 50 cm<sup>3</sup> and a maximum speed
  - up to 45 km/h
  - up to 50 km/h, provided this was first brought into use on 31<sup>st</sup> December 2001
  - up to 60 km/h, provided this was first brought into use on 29<sup>th</sup> February 1992
- 1.2 Mopeds (two-, three-wheel) with a displacement of no more than 50 cm<sup>3</sup> and a maximum speed
  - up to 45 km/h
  - up to 50 km/h, provided this was first brought into use on 31<sup>st</sup> December 2001
  - up to 60 km/h, provided this was first brought into use on 29<sup>th</sup> February 1992
- 1.3 four-wheel light motorcycles with a displacement of no more than 50 cm<sup>3</sup> and maximum speed of up to 45 km/h
- 1.4 motorised wheelchairs

### **2 Light motorcycles**

Light motorcycles are motorcycles and powerful scooters with a displacement of more than 50 cm<sup>3</sup> and no more than 125 cm<sup>3</sup> and a rated power of no more than 11 kW.

### **3 Motorcycles**

Motorcycles are all motorcycles and powerful scooters which must carry an official licence plate, with the exception of mopeds.

### **4 Cars**

Cars are motor vehicles permitted as passenger cars, with the exception of rental vehicles, taxis and self-driven rental vehicles.

### **5 Rental vehicles**

Rental vehicles are passenger cars with which a professional and occasional transport service is operated, subject to authorisation (excluding taxis, buses, goods vehicles and self-driven rental vehicles).

### **6 Taxis**

Taxis are passenger cars, which the operator provides at officially authorised points and with which he – also accepted at the place of business or during the journey – carries out transport contracts to a destination determined by the passenger.

### **7 Self driven rental vehicles**

Self-driven rental vehicles are motor vehicles and trailers, which are hired professionally without provision of a driver.

### **8 Leasing vehicles**



Leasing vehicles are motor vehicles and trailers, which are hired professionally without the provision of a driver and are authorised to the hirer or with authorisation to the hirer that will be left to the hirer for a minimum of six months through the contract.

## **9 Buses**

Buses are motor vehicles and trailers, which are suited and intended for the transportation of more than nine persons (including the driver) in accordance with their design and furnishings.

10.1 Public transport is a regular transport connection set up between particular points of departure and end points, which passengers can get on and off at particular stops, as well as transport which regularly transports persons to visit markets and theatres to the exclusion of other passengers.

10.2 Occasional transport services are excursions and holiday destination trips as well as transportation with rental buses.

10.3 Other buses do not fall under 10.1 or 10.2, in particular hotel buses, work buses, school, teaching and hospital buses.

## **10 Camping vehicles**

Camping vehicles are mobile home, which are permitted as other motor vehicles.

## **11 Works transport**

Works transport is the goods transportation with motor vehicles, trailers and semi-trailers for own purposes through own – in case of illness also through external personnel for up to four weeks – personnel of a company.

## **12 Commercial goods transport**

Commercial goods transport is the commercial, paid transportation of goods by motor vehicles, trailers and semi-trailers for others.

## **13 Relocation goods**

Relocation transport is the exclusive transportation of removal goods.

## **14 Changeable bodies**

Changeable bodies are bodies of motor vehicles, trailers and semi-trailers, which are suited to transporting goods and can be changed on these vehicles through mechanical devices.

## **15 Agricultural tractors**

Agricultural tractors or trailers are tractors and crawler tractors or trailers, which are exempt from motor vehicle tax due to their use in agriculture and forestry and carry an official green registration plate.

## **16 Milk floats and milk collection tankers**

Milk floats and milk collection tankers are vehicles with equipment for mechanical milk removal, which transport milk from pastures and farmsteads to the dairies of the catchment areas.

## **17 Other agricultural special vehicles**

Other agricultural special vehicles are vehicles which are permitted as special vehicles for agriculture and forestry and carry an official green registration plate.

## **18 Milk collection trucks**



Milk collection trucks are vehicles which transport milk between dairies or from dairies to the distributor or the user. They do not qualify as agricultural special vehicles, but as goods vehicles.

**19 Self-propelled machines**

Self-propelled machines are vehicles which, according to their construction and their special equipment securely connected with the vehicle, are intended and suited to the performance of work, not the transportation of persons or goods, and belong to those types of vehicle designated by the Federal Minister for Transport (e.g. self-loader, excavator, gripper, crane lorry as well as Räumund recovery vehicles, also when they are used for towing).

**20 Delivery vehicles**

Delivery vehicles are motor vehicles permitted as lorries with a permitted total mass (or total weight) of up to 3.5 t.

**21 Lorries**

Lorries are lorries with a permitted total mass (or total weight) of more than 3.5 t.

**22 Tractors**

Tractors are motor vehicles which are exclusively or mainly built to pull trailers or semitrailers, with the exception of agricultural tractors.