

General Conditions for Motor Vehicle Insurance US-NATO (GTC-US-NATO)

You as the policyholder are our contractual partner.

Motor vehicle insurance includes the following types of insurance, depending on the content of the insurance contract:

- Motor vehicle liability insurance (A.1)
- Comprehensive insurance and collision (A.2)

These insurances are concluded as legally independent contracts. Your insurance certificate will tell you which insurance policies you have taken out for your vehicle.

German law shall apply. The contractual language is German.

All references to persons in the GTC-US-NATO apply equally to male, female and other genders.

A What benefits does your motor insurance include?

A.1 Motor vehicle liability insurance - for damage you cause to third parties with your vehicle

A.1.1 What is insured?

You have damaged another person with your vehicle

A.1.1.1 We shall indemnify you against claims for damages if, as a result of the use of the vehicle

- (a) Persons are injured or killed,
- (b) things are damaged or destroyed or get lost,
- (c) pecuniary loss caused that is neither directly nor indirectly related to personal injury or property damage (pure pecuniary loss),

and claims for damages are therefore asserted against you or us on the basis of liability provisions of the Civil Code or the Road Traffic Act or on the basis of other statutory liability provisions under private law. In addition to driving, the use of the vehicle includes, for example, getting in and out of the vehicle as well as loading and unloading.

Justified and unfounded claims for damages

A.1.1.2 If claims for damages are justified, we shall pay compensation in cash.

A.1.1.3 If claims for damages are unfounded, we shall defend them at our expense. This shall also apply if claims for damages are unfounded in terms of amount.

Power of attorney to regulate

A.1.1.4 We are authorized to fulfil or defend claims for damages asserted against you on your behalf and to make all declarations deemed expedient for this purpose within the scope of dutiful discretion.

Co-insurance of trailers, semi-trailers and towed vehicles

A.1.1.5 If a trailer or semi-trailer is connected to the insured motor vehicle, the insurance cover shall also extend to this. The insurance cover also includes vehicles that are towed or hauled with the insured motor vehicle if no separate liability insurance cover exists for them.

This also applies if the trailer or semitrailer or the towed or hauled vehicle becomes detached from the insured motor vehicle during use and is still in motion.

A.1.2 Who is insured?

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

- A.1.2.1 the holder of the vehicle,
- A.1.2.2 the owner of the vehicle,
- A.1.2.3 the driver of the vehicle,

- A.1.2.4 the technical supervisor for vehicles with autonomous driving function,
- A.1.2.5 the co-driver who, within the scope of his employment relationship with you or with the owner, accompanies the authorized driver more than occasionally to relieve him or to perform loading and auxiliary work,
- A.1.2.6 your employer or public employer, if the vehicle is used for official purposes with your consent,
- A.1.2.7 the bus conductor who is working within the scope of his employment relationship with you or with the owner of the insured vehicle,
- A.1.2.8 the holder, owner, driver, technical supervisor, co-driver and bus conductor of a vehicle co-insured under A.1.1.5.

These persons may independently file claims against us under the insurance contract.

A.1.3 Up to what amount do we pay (sums insured)?

Maximum payment

- A.1.3.1 Our payments for a loss event are limited in each case to the amount of the insured sums agreed for bodily injury, property damage and financial loss. Several losses occurring at the same time and having the same cause shall be deemed to be a single loss event. The amount of your insurance sums can be found in the insurance certificate.
- A.1.3.2 In the event of damage to passengers in a co-insured trailer, the statutory minimum insured sums shall apply in accordance with the Annex to Section 4 (2) of the Compulsory Insurance Act, as amended.

Exceeding the sums insured

- A.1.3.3 If the claims exceed the sums insured, our payments shall be governed by the provisions of the Insurance Contract Act and the Compulsory Motor Insurance Ordinance. In this case, you must be liable yourself for any claim for damages that is not satisfied or not satisfied in full.

A.1.4 In which countries is insurance cover provided?

Insurance coverage in Europe and the EU

- A.1.4.1 You have insurance cover in the motor vehicle liability insurance within the geographical borders of Europe as well as the non-European areas that belong to the area of validity of the European Union. Your insurance cover is based on the scope of insurance prescribed by law in the country of visit, but at least on the scope of your insurance contract.

International insurance card

- A.1.4.2 If we have issued you with the International Insurance Card, the following shall apply: Your insurance cover in the motor vehicle liability insurance shall also extend to the non-European countries named therein, insofar as country designations are not crossed out. With regard to the scope of insurance, A.1.4.1 sentence 2 applies.

A.1.5 What is not insured?

Intentional acts

- A.1.5.1 No insurance cover is provided for damage that you cause intentionally and unlawfully.

Approved races

- A.1.5.2 No insurance cover is provided for damage that occurs during participation in officially approved motor sporting events in which the aim is to achieve a maximum speed. This also applies to associated practice drives.

Note: Participation in races not approved by the authorities is a violation of your obligations under D.1.1.4.

Damage to the insured vehicle

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

Damage to trailers or towed vehicles

- A.1.5.4 No insurance cover is provided for damage to, destruction or loss of
- (a) of a trailer or semitrailer connected to the insured vehicle
 - (b) of a vehicle towed or hauled away with the insured vehicle.

However, insurance coverage exists if an inoperable vehicle is towed with the insured motor vehicle within the scope of usual assistance without commercial intent and damage is caused to the towed vehicle in the process.

Damage to transported items

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

However, insurance cover is provided for items that passengers of a motor vehicle normally carry with them (e.g. clothing, glasses, wallet). In the case of journeys that are primarily for the purpose of transporting passengers, insurance cover is also provided for items that passengers normally carry with them for personal use (e.g. luggage, travel provisions). No insurance cover is provided for items belonging to unauthorized passengers.

Your claim for damages against a co-insured person

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

Non-compliance with delivery and transport deadlines

- A.1.5.7 No insurance cover is provided for pure financial losses resulting from non-compliance with delivery and transport deadlines.

Contractual claims

- A.1.5.8 No insurance cover is provided for liability claims insofar as they exceed the scope of statutory liability on the basis of a contract or special commitment.

Damage due to nuclear energy

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

A.2 Comprehensive insurance and Collision -for damage 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 as a result of an event according to A.2.2.1 (comprehensive insurance) or A.2.2.2 (collision).

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

The insurance also covers the vehicle parts listed as co-insured under A.2.1.2(a) and A.2.1.2(b) and vehicle accessories listed as co-insured, provided they are permitted under road traffic law (co-insured parts). In the event of damage, destruction, total loss or loss of co-insured parts, the following provisions in A.2 shall apply accordingly, unless otherwise stipulated.

Parts insured free of charge

- (a) Unless otherwise stipulated in A.2.1.2(b), the following vehicle parts and the following vehicle accessories of the insured vehicle are also insured without additional premium:
- i. Vehicle parts permanently installed in the vehicle or permanently attached to the vehicle
 - ii. Vehicle accessories permanently installed in or attached to the vehicle or stored under lock and key in the vehicle. The prerequisite is that they serve exclusively for the use of the vehicle (e.g. protective covers, breakdown tools) and are not considered a luxury according to the general view of traffic.
 - iii. Vehicle parts stored under lock and key in the vehicle that are normally carried to remedy vehicle malfunctions (e.g., fuses and light bulbs)
 - iv. Protective helmets (also with intercom system), as long as they are used as intended or are so firmly connected to the parked vehicle that unauthorized removal without damage is not possible.
 - v. Tarpaulins, frames for tarpaulins (bows)
 - vi. Co-insured vehicle parts and accessories stored outside the vehicle during a vehicle repair.,

Depending on the total new value of insured parts

- (b) The parts listed below under A.2.1.2 (b)(b) to A.2.1.2(b)iii are also insured without a premium surcharge if they are permanently installed in the vehicle or permanently attached to the vehicle:

For passenger cars, motorcycles up to a total new value of the parts of 1.500 EUR (gross).

- i. Radio and other audio systems, video, technical communication and guidance systems (e.g. permanently installed navigation systems)
- ii. Sidecars and fairings for motorcycles, light motorcycles, mopeds, trikes and quads,
- iii. Special structures and equipment for vehicles with handicapped accessible equipment.

If the total new value of the parts listed under A.2.1.2 (b)(b) to A.2.1.2(b)iii is higher than the stated value limit, the excess value is only included in the insurance if this is expressly agreed.

Up to the aforementioned value limit, we shall waive any reduction of the indemnity due to underinsurance.

Non-insurable items

- (c) Not insurable are all other items, e.g. cell phones and mobile navigation devices, even if connected to the vehicle by a cradle, luggage, personal items of the occupants.

A.2.2 Which events are insured?

A.2.2.1 Which events are insured under comprehensive insurance?

Insurance cover is provided in the event of damage, destruction, total loss or loss of the vehicle including its co-insured parts due to the following events:

Fire and explosion

- (a) Fire and explosion are insured. Fire is defined as a fire with flame formation that has arisen without a designated hearth or has left it and is capable of spreading under its own power. Fire does not include braising and scorching damage. An explosion is a sudden force due to the expansion of gases or vapors.

Theft

- (b) Theft is insured in the following cases:
 - i. The insurance covers theft and robbery as well as the surrender of the vehicle due to carjacking .
 - ii. Embezzlement is only insured if the vehicle is not given to the perpetrator for use in his own interest, nor for sale, nor under reservation of ownership.
 - iii. Unauthorized use is only insured if the perpetrator is in no way authorized to use the vehicle. In particular, unauthorized use does not apply if the perpetrator is commissioned by the person authorized to dispose of the vehicle to look after it (e.g. workshop or hotel employees). Furthermore, there is no insurance cover if the perpetrator is in a close relationship to the person authorized to dispose of the vehicle, e.g. is his employee, family member or household member.

Storm, hail, lightning, flood

- (c) The insurance covers the direct impact of storm, hail, lightning or flooding on the vehicle. A storm is deemed to be a weather-related air movement of at least wind force 8. Damage caused by objects being thrown onto or against the vehicle by these forces of nature is included. Excluded are damages caused by the driver's behavior induced by these forces of nature.

Collision with animals

- (d) . The insurance covers the collision of the vehicle in motion with animals of all kinds. This does not apply to damage to the paintwork caused by the collision, unless this is the result of another event insured under the comprehensive insurance.

Glass breakage

- (e) The insurance covers breakage damage to the glazing of the vehicle. Glazing is deemed to include glass and plastic panes (e.g. front, rear, roof, side and partition panes), mirror glass and covers of lights. Glazing does not include glass and plastic parts of measuring, assistance, camera and information systems, solar modules, displays, monitors and illuminants. Consequential damage is not insured.

Short circuit damage to the wiring

- (f) Damage to the vehicle's wiring due to a short circuit is insured. Consequential damage is not insured.

Marten bite damages

- (g) Damages directly caused by marten bites to the insured vehicle are insured. Marten bite damages caused to the interior of the vehicle (e.g. passenger compartment and or/boot) and fabric covers are not insured.

A.2.2.2 Which events are insured under collision ?

Insurance cover is provided in the event of damage, destruction, total loss or loss of the vehicle, including its co-insured parts, due to the following events:

Events as per comprehensive insurance

- (a) Insured are the loss events of the comprehensive insurance according to A.2.2.1.

Accident

- (b) Damage to the vehicle due to an accident is insured. An accident is an event directly and suddenly affecting the vehicle from the outside with mechanical force.

Therefore, no accidental damages are in particular:

- i. Damage to the vehicle that has its sole cause in a braking process, e.g. damage to the brake system or tires.
- ii. Damage to the vehicle that occurs solely as a result of an operating procedure, e.g. incorrect operation, incorrect refueling or slipping cargo.
- iii. Damage to the vehicle that has its sole cause in material fatigue, overstraining or wear and tear.
- iv. Damage between towing and towed vehicle or trailer without external influence, e.g. maneuvering damage to the towing vehicle caused by the trailer.
- v. Torsion Damage.

Foreseeable damage to the vehicle that usually occurs in the course of the vehicle's intended use is not considered accident damage. Example: Damage to the loading surface of a truck due to loading with gravel.

Malice or malicious acts

- (c) The insurance covers wilful or malicious acts by persons who are in no way authorized to use the vehicle. In particular, persons who have been commissioned by the authorized user to look after the vehicle (e.g. workshop or hotel employees) or who are in a close relationship to the authorized user (e.g. the latter's employees, family members or household members) are to be regarded as authorized.

A.2.3 Who is insured?

The protection of the comprehensive and collision cover applies to you and, if the contract is also concluded in the interest of another person. In which countries is insurance cover provided?

A.2.4 In which countries is insurance cover provided?

You have comprehensive and collision insurance coverage within the geographical borders of Europe as well as the non-European areas that belong to the scope of the European Union.

A.2.5 What do we pay in the event of a claim?

The following compensation rules apply in the event of damage, destruction, total loss or loss of the vehicle. They also apply accordingly to co-insured parts, unless otherwise stipulated. The maximum compensation amount is the value of the insured vehicle as agreed in the insurance contract.

A.2.5.1 What do we pay in the event of total loss, destruction or loss?

Replacement value less residual value

- (a) In the event of total loss, destruction or loss of the vehicle, we will pay the replacement value less any existing residual value of the vehicle. If you have your vehicle repaired despite total loss or destruction, A.2.5.2(a) applies.

New price compensation in case of total loss, destruction or loss

- (b) For passenger cars (except for rental cars, taxis and selfdrive rental cars) we will pay the new price in accordance with A.2.5.1 (g) under the following conditions:
 - i. Within 6 months after initial registration, a total loss, destruction or loss of the passenger car occurs and
 - ii. at the time of the loss event, the passenger car is owned by the person who purchased it as a new vehicle from the motor vehicle dealer or manufacturer.

Any existing residual value of the car is deducted.

- (c) We will pay the new price compensation in excess of the replacement value only to the extent that it is ensured that the compensation will be used for the repair of the vehicle or the purchase of another vehicle within two years of its determination.

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

- (d) A total loss exists if the necessary costs of repairing the vehicle exceed its replacement value.
- (e) Replacement value is the price you would have to pay to purchase an equivalent used vehicle on the date of the loss event.
- (f) Residual value is the disposal value of the vehicle in damaged or destroyed condition.
- (g) New price is the amount that must be spent to purchase a new vehicle with the equipment of the insured vehicle. If the type of the insured vehicle is no longer manufactured, the price for a comparable successor model shall apply. In each case, the manufacturer's recommended retail price on the date of the loss event less discounts customary in the locality and market shall be decisive.

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

Repair

- (a) If the vehicle is damaged, we will pay the costs necessary for repair up to the following limits:
 - i. If the vehicle is completely and professionally repaired, applies:

We shall pay the costs required for this up to the amount of the replacement value in accordance with A.2.5.1(e) if you provide us with evidence of this in the form of an invoice. In the absence of such proof, we shall pay in accordance with A.2.5.2(a) ii.
 - ii. If the vehicle is not repaired, not repaired completely or not repaired professionally, applies:

We will pay the necessary costs of a complete repair up to the amount of the replacement value reduced by the residual value (see A.2.5.1(e) and A.2.5.1(f)).

Towing

- (b) In the event of damage to the vehicle, we shall reimburse the costs for towing from the place of damage to the nearest workshop suitable for repair. Finally, our benefits due to damage to the vehicle in accordance with A.2.5.2(a) may not exceed the upper limit in accordance with A.2.5.2(a)i or A.2.5.2(a)ii.

We will not pay if a third party is obligated to you to pay these costs.

Deduction new for old

- (c) We will deduct from the cost of spare parts and painting an amount corresponding to the age and wear of the old parts (new for old) if
 - i. old parts are replaced with new parts during the repair or
 - ii. the vehicle is completely or partially repainted.

The deduction new for old is limited to the tires, battery and paint if the loss event is

 - iii. for passenger cars, motorcycles and buses in the first 3 years

iv. for the other vehicle types, occurs in the first 3 years after initial registration.

A.2.5.3 Expert costs

We will reimburse the costs of an expert only if we have arranged for or agreed to the commissioning of such expert.

A.2.5.4 Value added tax

We will only reimburse value added tax if and to the extent that this has actually been incurred by you for the damage repair you have chosen. We will not reimburse VAT if you are entitled to deduct input tax.

A.2.5.5 Additional regulations in the event of theft

Retrieval of the vehicle

- (a) If the stolen vehicle is recovered within one month after receipt of the notification of claim in text form, you are obliged to take back the vehicle. The prerequisite is that you are able to repossess the vehicle within this period with reasonable efforts.
- (b) We will pay the costs of retrieving the vehicle if it is found at a distance of more than 50 km (as the crow flies). The costs shall be reimbursed in the amount of a 2nd class rail ticket for the outward and return journey up to a maximum distance of 1.500 km (rail kilometers). The distance from the vehicle's regular location to the place where it was found is decisive in each case.
- (c) If we have reduced the insurance benefit due to a breach of duty (e.g. in accordance with D.1.1, E.1.1 or E.1.3 or due to gross negligence in accordance with A.2.9.1 sentence 2) and the vehicle is recovered, the following shall apply: You shall be entitled to a share of the realizable sales proceeds after deduction of the necessary costs incurred in connection with the recovery and realization. The share shall be calculated in accordance with the proportion by which we have reduced your compensation.

Transfer of ownership after theft

If you do not have to take back the vehicle in accordance with A.2.5.5(a) we become its owner.

A.2.5.6 Up to what amount do we pay (maximum compensation)?

Our maximum compensation is limited to the new price of the vehicle in accordance with A.2.5.1(g).

A.2.5.7 What we do not replace and residual and old parts

What we do not replace

- (a) We do not pay for alterations, improvements, aging and wear and tear damage. Consequential damage such as loss of fuel and operating fluids (e.g. oil, coolant), depreciation, car registration costs, transfer costs, administrative costs, loss of use or costs of a rental vehicle are also not reimbursed.

Residual and old parts

- (b) Residual and old parts as well as the unrepaired vehicle shall remain with you and shall be offset against the compensation at the disposal value.

A.2.5.8 Deductible

If a deductible has been agreed, it will be deducted from the compensation for each loss event. You can find out from your insurance policy whether you have agreed a deductible and, if so, how much.

A.2.6 Expert proceedings in the event of disagreement on the amount of damages

- A.2.6.1 In the event of disagreement on the amount of damage, including the determination of the replacement value, or on the scope of the necessary repair work, an expert committee may, at your request, decide before any legal action is taken.
- A.2.6.2 You and we shall each appoint one motor vehicle expert to the committee. If you or we do not appoint an expert within two weeks of being requested to do so, the other shall appoint one.
- A.2.6.3 If the committee does not reach an agreement, another motor vehicle expert shall decide as chairman. He shall be elected by the committee before the start of the proceedings. If the committee does not agree on the person of the umpire, he shall be appointed via the competent district court. The decision of the umpire must lie between the respective amounts estimated by the two experts.
- A.2.6.4 The costs of the expert proceedings shall be borne by us or by you in proportion to the extent to which you prevail.

Note: You also have the option of taking legal action.

A.2.7 Due date of our payment

- A.2.7.1 As soon as we have established our obligation to pay and the amount of compensation, we shall pay it within two weeks at the latest.
- A.2.7.2 You may demand a reasonable advance on the compensation if we have established our obligation to pay and the amount of compensation cannot be determined within one month of notification of the claim.
- A.2.7.3 If the vehicle has been stolen, it must first be waited for whether it is found again. For this reason, we shall pay the compensation at the earliest one month after receipt of the loss notification submitted in text form.

Prohibition of assignment and pledge

- A.2.7.4 You may not assign or pledge your claim for compensation before the final determination without our express consent.

A.2.8 Can we reclaim our benefit from the driver if you did not drive yourself?

If another person legitimately drives the vehicle and a loss event occurs, we will not reclaim our benefits from this person if the loss was caused through no fault or simple negligence.

However, in the event of grossly negligent causation of the damage, we are entitled to reclaim our benefit to the extent that this corresponds to the severity of the fault. If the driver is living

with you in a domestic community when the damage occurs, we will not reclaim our compensation even if the damage was caused by gross negligence.

In the event of intentional causation of the damage, we shall be entitled to reclaim our services in full.

Paragraphs 1 to 3 shall apply mutatis mutandis if a person co-insured in the motor vehicle liability insurance pursuant to A.1.2 as well as the hirer or the borrower causes damage.

A.2.9 What is not insured?

Intentional damage and gross negligence

A.2.9.1 No insurance cover is provided for damage that you cause intentionally. In the event of damage caused by gross negligence, we are entitled to reduce our benefit in proportion to the severity of your fault.

Approved races

A.2.9.2 No insurance cover is provided for damage that occurs during participation in officially approved motor sport events in which the aim is to achieve a maximum speed. This also applies to associated practice drives.

Note: Participation in unauthorized races is a violation of your obligations under D.1.1.4.

Tire damage

A.2.9.3 No insurance cover is provided for damaged or destroyed tires. However, insurance coverage for tire damage exists if other damage to the vehicle covered by comprehensive insurance was caused by the same event at the same time.

Earthquakes, acts of war, civil unrest, measures of state authority

A.2.9.4 No insurance cover is provided for damage caused directly or indirectly by earthquakes, acts of war, civil unrest or measures of state authority.

Damage due to nuclear energy

A.2.9.5 No insurance cover is provided for damage caused by nuclear energy.

B Commencement of the contract and provisional insurance cover

The insurance contract is concluded when we accept your application. As a rule, this occurs when you receive the insurance policy. In the event of deviations from your application or the agreements made, these are listed separately in your insurance policy, including instructions and information on the associated legal consequences.

B.1 When does the insurance cover begin?

Insurance coverage will not begin until you have paid the premium due as stated in your insurance certificate without undue delay after the expiry of 14 days following receipt of the insurance certificate, but not before the agreed date. If you fail to pay the first or single premium on time, the consequences will be as per C.1.2 and C.1.3.

B.2 Provisional insurance cover

Before the premium is paid, you have provisional insurance cover in accordance with the following provisions:

B.2.1 Provisional cover note

Insurance cover may come into effect on the basis of a provisional cover note prior to conclusion of the contract. This is initially an independent insurance contract which ends in particular after final conclusion of the contract negotiations or presentation of the insurance certificate for the final insurance cover.

Motor vehicle liability insurance

B.2.2 If we provide you with the insurance confirmation you will have provisional insurance cover in the case of motor vehicle liability insurance and car insurance policy from the agreed date, at the latest from the date on which the vehicle is registered using the insurance confirmation. If the vehicle is already registered in your name, the provisional insurance cover begins from the agreed date.

Comprehensive insurance and collision

B.2.3 In the case of comprehensive insurance and collision, you will only have provisional insurance cover if we have expressly agreed to this. The insurance cover shall commence at the agreed time.

Transition from provisional to definitive insurance coverage

B.2.4 As soon as you have paid the first or single premium in accordance with C.1.1, the provisional insurance cover will change to the definitive insurance cover.

Retroactive lapse of provisional insurance coverage

B.2.5 The provisional insurance cover shall cease retroactively if

- we have accepted your application unchanged and
- you have not paid the first or single premium immediately (i.e. within 14 days at the latest) after the expiry of two weeks following receipt of the insurance policy.

You will then have no insurance cover from the outset. This only applies if you are responsible for the untimely payment.

Termination of provisional insurance coverage

B.2.6 You and we are entitled to terminate the provisional insurance cover at any time. Our termination will not take effect until two weeks have elapsed from the date of receipt of the notice of termination by you.

Termination of provisional insurance coverage by revocation

B.2.7 If you revoke the insurance contract in accordance with § 8 of the German Insurance Contract Act (Versicherungsvertragsgesetz), the provisional insurance coverage shall end upon our receipt of your notice of revocation.

Contribution for provisional insurance cover

B.2.8 For the period of provisional insurance coverage, we are entitled to a portion of the premium corresponding to the term.

C Payment of contributions

C.1 Payment of the initial or onetime contribution

Timely payment

C.1.1 The initial or onetime premium stated in the insurance policy is due in 14 days after receipt of the insurance policy. You must then pay this premium immediately (i.e. within 14 days at the latest).

Not timely payment

C.1.2 If you do not pay the first or single premium on time, you will have no insurance coverage from the beginning, unless you are not responsible for the non-payment or late payment. However, if you are responsible for the untimely payment, the insurance coverage will only start from the payment of the premium.

C.1.3 In addition, we may withdraw from the contract as long as the premium has not been paid. Withdrawal is excluded if you are not responsible for the non-payment. After the withdrawal, we can demand a business fee from you. This amounts to 10 % of the annual premium for each month or part thereof from the requested start of the insurance cover until our withdrawal, but not more than 40 % of the annual premium.

C.2 Payment of the subsequent premium

Timely payment

C.2.1 A subsequent premium is due and payable at the time stated in the insurance policy or in the premium invoice.

Not timely payment

C.2.2 If you fail to pay a subsequent premium on time, we will request you to pay the overdue premium plus the damage caused by default (costs and interest) within two weeks of receipt of our request.

C.2.3 If a loss event occurs after the expiry of the two-week payment period and these amounts have not yet been paid at that time, you will not be covered. However, we remain obligated to pay benefits if you are not responsible for the late payment.

C.2.4 If you are still in default of payment of these amounts after the expiry of the two-week payment period, we may terminate the contract with immediate effect. Our termination shall become invalid if you pay these amounts within one month of receipt of the termination notice. If we have issued the termination together with the reminder, the termination shall become invalid if you pay within one month after expiry of the payment period specified in the reminder.

You have no insurance cover for loss events occurring in the period between the expiry of the two-week payment period and your payment. Insurance cover is only provided again for loss events after your payment.

C.3 Non-timely payment when changing vehicle

If you insure another vehicle with us instead of the vehicle you previously insured with us (change of vehicle), we will apply the more favourable regulations for the subsequent premium

according to C.2.2 to C.2.4 for the new contract if the first or single premium is not paid on time. Furthermore, we will not invoke the retroactive lapse of the provisional insurance cover according to B.2.5. The following conditions must be met for this:

- No more than six months have elapsed between the end of the previous vehicle's insurance and the start of the other vehicle's insurance,
- Vehicle type and intended use of the vehicles are the same.

If we terminate the insurance relationship due to non-payment, we may demand a business fee from you in accordance with C.1.3.

C.4 Payment period

You must pay premiums for your insurance in accordance with the agreed payment period. The payment period is the insurance period according to § 12 of the Insurance Contract Act. You can find out which payment period you have agreed with us from your insurance policy.

The term of the contract, which may differ from the payment period, is governed by Section G.

C.5 Obligation to pay premiums in the event of subsequent liability in motor vehicle liability insurance

If we remain obligated to pay benefits to a third party in the motor vehicle liability insurance on the basis of Section 117 (2) of the German Insurance Contract Act (Versicherungsvertragsgesetz) despite termination of the insurance contract, we shall be entitled to the premium for the period of this obligation. Our rights under Section 116 (1) of the Insurance Contract Act remain unaffected.

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

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

D.1.1 For all types of insurance

Use only for the agreed purpose

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

Use only by the authorized driver

D.1.1.2 The vehicle may only be used by an authorized driver. An authorized driver is a person who uses the vehicle with the knowledge and will of the person authorized to dispose of the vehicle. In addition, you, the holder or the owner of the vehicle must not knowingly allow the vehicle to be used by an unauthorized driver.

Driving only with driver's license

D.1.1.3 The driver of the vehicle may use the vehicle on public roads or places only with the required driver's license. In addition, you, the owner or the proprietor may not allow the vehicle to be used by a driver who does not have the required driver's license.

Unauthorized races

D.1.1.4 The vehicle may not be used for driving events not approved by the authorities, where the aim is to achieve a maximum speed (races). This also applies to the associated practice runs.

Note: Officially sanctioned races are excluded from coverage under automobile liability, comprehensive insurance and collision in accordance with A.1.5.2A.1.5.2, A.2.9.2.

D.1.2 Additionally in the motor vehicle liability insurance

Alcohol and other intoxicating substances

The vehicle must not be driven if the driver is unable to drive the vehicle safely due to alcoholic beverages or other intoxicating substances.

In addition, you, the owner, or the operator of the vehicle may not have it driven by a driver who is unable to drive the vehicle safely due to alcoholic beverages or other intoxicating substances.

Note: There is also no or limited insurance coverage in the comprehensive insurance and collision for such trips according to A.2.9.1.

D.2 What are the consequences of a breach of these obligations?

Waiver or reduction of benefits

D.2.1 If you intentionally breach one of your obligations set out in D.1, you will not be covered. If you breach your obligations through gross negligence, we are entitled to reduce our benefit in proportion to the severity of your fault.

If you prove that you did not violate the obligation through gross negligence, the insurance coverage remains in effect.

In the event of a breach of the obligation in the motor vehicle liability insurance from D.1.2 sentence 2, we are not released from the obligation to pay benefits to you, the keeper or owner, insofar as you, the keeper or owner suffered personal injury as a vehicle occupant who was not driving the vehicle.

- D.2.2 Notwithstanding D.2.1, we shall be obliged to pay benefits if the breach of duty is not the cause of either the occurrence of the insured event or the scope of our obligation to pay benefits. This shall not apply if you fraudulently breach the obligation.

Deviating sums insured and limitation of exemption from benefits in motor vehicle liability insurance

- D.2.3 In the case of motor vehicle liability insurance, the exemption from or reduction of benefits resulting from D.2.1 is limited to a maximum amount of 5.000 euros each for you and the co-insured persons.

In all other respects, instead of the sums insured agreed in accordance with A.1.3.1 the statutory minimum sums insured in accordance with the Annex to Section 4 (2) of the Compulsory Insurance Act, as amended from time to time, shall apply. The exemption from or reduction of benefits resulting from Par. 1 shall remain unaffected.

Sentences 1 and 2 apply mutatis mutandis if we are fully or partially exempted from the obligation to pay benefits due to an increase in risk undertaken by you (§§ 23, 26 Insurance Contract Act).

- D.2.4 We shall be completely released from our obligation to provide benefits to a driver who obtains the vehicle as a result of a criminal act committed intentionally (e.g. theft).

E Your obligations in the event of a claim and the consequences of a breach of duty

E.1 What are your obligations in the event of a claim?

E.1.1 For all types of insurance

Duty of disclosure

E.1.1.1 You are obligated to notify us within one week of any loss event that may lead to a benefit by us. You can find the contact address in your insurance policy.

E.1.1.2 If the police, the public prosecutor's office or any other authority investigates in connection with the loss event, you are obliged to notify us immediately. This also applies if you have already reported the loss event to us.

Duty to inform

E.1.1.3 You must do everything that is necessary to clarify the insured event and the scope of our obligation to pay benefits. In particular, you must observe the following obligations:

- (a) You must not leave the scene of the accident without allowing the legally required findings to be made or without observing the required waiting time. If the required waiting time has elapsed or if you have left the scene of the accident with justification or excuse, you must enable the findings to be made immediately afterwards (hit-and-run in accordance with Section 142 of the German Criminal Code).
- (b) You must answer our questions about the circumstances of the loss event, the extent of the loss and our obligation to pay benefits truthfully and completely. We may require you to answer us in text form.
- (c) You must provide us with requested evidence to the extent that you can reasonably be expected to obtain it.
- (d) You must follow our instructions necessary for the clarification of the damage, insofar as this is reasonable for you.
- (e) You must allow us to conduct investigations into the circumstances of the loss event and into our obligation to pay benefits, insofar as this is reasonable for you.

Duty to mitigate damages

E.1.1.4 You are obligated to avert and mitigate the damage as far as possible when the loss event occurs.

In doing so, you must follow our instructions to the extent that this is reasonable for you.

E.1.2 Additionally in the motor vehicle liability insurance

For claims asserted out of court

E.1.2.1 If a claim is made against you, you are obliged to notify us within one week of the claim being made.

Notification of minor damage

- E.1.2.2 If you self-adjust or wish to self-adjust property damage that is not expected to exceed 500 euros, you must only notify us of the claim if you are unsuccessful in self-adjusting.

In the case of claims asserted in court

- E.1.2.3 If a claim is asserted against you in court (e.g. lawsuit, default summons), you must notify us immediately.
- E.1.2.4 You must leave the conduct of the legal dispute to us. We are also entitled to instruct a lawyer on your behalf. You must grant him/her power of attorney and provide all necessary information and documents requested.

In the event of imminent expiry of the deadline

- E.1.2.5 If you have not received any instructions from us by two days before the deadline at the latest, you must lodge the necessary appeal (e.g. objection) against an order to pay or a decision by an authority in good time.

E.1.3 Additionally in the comprehensive insurance and collision

Notification of the insured event in case of theft of the vehicle

- E.1.3.1 Notwithstanding E.1.1.1, if the vehicle or co-insured parts are stolen, you are obliged to notify us immediately in text form.

Obtaining our instruction

- E.1.3.2 You must obtain our instructions before commencing the recovery or repair of the vehicle or co-insured parts, insofar as circumstances permit. You must follow our instructions insofar as this is reasonable for you.

Report to the police

- E.1.3.3 In the event of damage caused by theft, fire or game, you are obliged to report the loss event to the police immediately.

E.2 What are the consequences of a breach of these obligations?

Waiver or reduction of benefits

- E.2.1 If you intentionally breach any of your obligations set out in E.1.1 to E.1.3, you will not be covered. If you breach your obligations through gross negligence, we are entitled to reduce our benefit in proportion to the severity of your fault. If you prove that you did not violate the obligation through gross negligence, the insurance coverage will continue.

The following further prerequisite applies to the complete or partial exemption from benefits in the event of a breach of an obligation to provide information or clarification in the event of a claim: We have informed you of this legal consequence by separate notification in text form.

- E.2.2 Notwithstanding E.2.1, we shall be obliged to pay benefits if you can prove that the breach of duty was not the cause of either the determination of the insured event or the determination or scope of our obligation to pay benefits. This does not apply if you fraudulently breach the obligation.

Limitation of exemption from benefits in motor vehicle liability insurance

E.2.3 In the case of motor vehicle liability insurance, the exemption from or reduction of benefits resulting from E.2.1 is limited to a maximum of 2.500 euros each for you and the co-insured persons.

E.2.4 The exemption from benefits shall be extended to a maximum amount of 5.000 euros each if you fail to comply with the duty to clarify or mitigate loss in accordance with E.1.1.3 and E.1.1.4

- intentionally and
- in a particularly serious manner

violated. This is the case, for example, in the event of unauthorized departure from the scene of an accident despite personal injury or serious damage to property.

Complete exemption from benefits in motor vehicle liability insurance

E.2.5 If you breach your obligations with the intention of obtaining an unlawful pecuniary advantage for yourself or another person, we shall be completely released from our obligation to pay benefits in respect of the pecuniary advantage obtained.

Special features of motor vehicle liability insurance in the event of legal disputes

E.2.6 If you breach your obligations under

- E.1.2.1 (notification of claims asserted out of court),
- E.1.2.3 (notification of claims asserted in court) or
- E.1.2.4 (litigation by us)

and if this leads to a legally binding decision that significantly exceeds the scope of the compensation owed in accordance with the facts and legal situation, shall apply:

- In the event of an intentional breach, we shall be completely released from our obligation to perform with regard to the additional amount payable by us.
- In the event of a grossly negligent breach, we shall be entitled to reduce our benefit in respect of this additional amount in proportion to the severity of your fault.

Minimum insurance amounts in case of breach of duty

E.2.7 If you violate your obligations under E.1.1 and E.1.2 in motor liability vehicle insurance amounts the statutory minimum sums insured pursuant to the Annex to Section 4 (2) of the Compulsory Insurance Act as amended from time to time shall apply instead of the sums insured agreed under A.1.3.1. The exemption from benefits or the right to reduce benefits pursuant to E 1.1 and E.1.2 shall remain unaffected.

F Rights and obligations of the co-insured persons

Obligations of co-insured persons

- F.1 For co-insured persons, the provisions regarding your obligations shall apply mutatis mutandis. This applies to the technical supervision only insofar as it is permissible according to the compulsory motor vehicle insurance ordinance.

Exercise of rights

- F.2 Only you as the policyholder are entitled to exercise the rights of the co-insured persons under the insurance contract, unless otherwise provided. Other rights are:
- Assertion of claims in motor vehicle liability insurance in accordance with A.1.2,

Effects of a breach of duty on co-insured persons and on sums insured

- F.3 If we are released from our obligation to pay benefits to you, this also applies to all co-insured persons.

An exception to this applies in motor vehicle liability insurance:

We may only invoke exemption from benefits in respect of co-insured persons

- if the circumstances on which the exemption from benefits is based exist in the person of the co-insured person or
- if these circumstances were known to the co-insured person or were not known as a result of gross negligence.

If we can invoke exemption from benefits against co-insured persons, D.2.3 and E.2.7 shall apply accordingly.

G Term and termination of the contract, sale of the vehicle, loss of risk

G.1 How long does the insurance contract run?

Contract duration

G.1.1 The term of your contract is stated in your insurance policy.

Tacit renewal

If the contract has been concluded for a term of one year, it will be renewed for a further year at the end of the term unless you or we terminate the contract.

This also applies if less than one year is agreed for the first term after conclusion of the contract for this reason, in order to have the following insurance years start on a specific calendar day.

Contracts with a term of less than one year

G.1.2 If the term is expressly agreed to be less than one year, the contract shall end at the agreed time without requiring termination.

G.2 When and for what reason can you terminate the insurance contract?

Termination at the end of the insurance year

G.2.1 You may terminate the contract at the end of the insurance year. The termination is only effective if it is received by us at least one month before expiry.

Termination of provisional insurance coverage

G.2.2 You are entitled to terminate provisional insurance cover. The termination shall take effect immediately upon receipt by us

Termination after a loss event

G.2.3 After the occurrence of a loss event, you may terminate the contract. The notice of termination must be received by us within one month after the end of the negotiations on the compensation or within one month after we have acknowledged or wrongly rejected our obligation to pay benefits in the motor vehicle liability insurance. The same applies if we instruct you in the motor vehicle liability insurance to let it come to a legal dispute about the claim of the third party. In addition, in the case of motor vehicle liability insurance, you may terminate the contract up to the expiry of one month from the date on which the judgment in the legal dispute with the third party becomes final.

G.2.4 You can specify whether the termination is to take effect immediately or at a later date, but at the latest at the expiry of the contract.

Termination in the event of sale or forced sale of the vehicle

G.2.5 If you sell the vehicle or if it is foreclosed, the contract shall pass to the purchaser in accordance with G.7.1 or G.7.6. The acquirer is entitled to terminate the contract within one month after the acquisition. In the absence of knowledge of the existence of the insurance, the purchaser's period of notice shall only commence from the time of knowledge.

The acquirer may determine whether the contract is to be terminated with immediate effect or no later than the expiration of the contract ends.

- G.2.6 If the purchaser takes out a new insurance policy for the vehicle and submits a confirmation of insurance to the registration authority, this shall automatically be deemed to be a termination of the transferred contract. The termination shall take effect at the start of the new insurance.

Termination in the event of a premium increase

- G.2.7 If we adjust premiums you may terminate the contract within one month of receiving our notification of the premium increase. The termination is effective immediately, but no earlier than the date on which the premium increase would have become effective. We will notify you of the premium increase no later than one month before it takes effect and inform you of your right to cancel.

Termination in the event of a change in the use of the vehicle

- G.2.8 If the type or use of the vehicle changes after K, we may terminate the contract with immediate effect. If you can prove that the change is not due to intent or gross negligence, the termination will take effect after one month has elapsed since you received it.

Termination in case of change of condition

- G.2.9 If we adjust the conditions, you may terminate the contract within six weeks of receipt of our notification of the adjustment of conditions. The termination shall take effect immediately, but no earlier than the date on which the change in conditions takes effect. We will notify you of the change at the latest six weeks before it takes effect and inform you of your right of termination.

- G.3 When and for what reason can we terminate the insurance contract?

Termination at expiry

- G.3.1 We may terminate the contract at the end of the insurance year. The termination is only effective if it is received by you at least one month before expiry.

Termination of provisional insurance coverage

- G.3.2 We are entitled to terminate provisional insurance cover. The termination shall take effect two weeks after its receipt by you.

Termination after a loss event

- G.3.3 After the occurrence of a loss event, we may terminate the contract. The notice of termination must be received by you within one month after the end of the negotiations on the compensation or within one month after we have acknowledged or wrongly rejected our obligation to pay benefits in the motor vehicle liability insurance. The same applies if we instruct you in the motor vehicle liability insurance to let it come to a legal dispute about the claim of the third party. In addition, in the case of motor vehicle liability insurance, we may terminate the contract up to the expiry of one month from the date on which the judgment in the legal dispute with the third party becomes final.

Our termination will take effect one month after it is received by you.

Termination in the event of non-payment of the subsequent premium

- G.3.4 If you have not paid an outstanding subsequent premium plus costs and interest within the two-week period despite our request for payment under C.2.2, we may terminate the contract with

immediate effect. Our termination will become invalid if you pay these amounts within one month of receipt of the notice of termination (see also C.2.4).

Termination in case of breach of your obligations when using the vehicle

G.3.5 If you have breached one of your obligations in the use of the vehicle according to D, we may terminate the contract with immediate effect within one month after we have become aware of the breach of obligation. This does not apply if you can prove that you did not breach the obligation either intentionally or through gross negligence.

Termination in the event of a change in the use of the vehicle

G.3.6 If the type or use of the vehicle changes after K, we may terminate the contract with immediate effect. If you can prove that the change is due neither to intent nor to gross negligence, the termination will take effect after one month has elapsed since its receipt by you.

Termination in the event of sale or forced sale of the vehicle

G.3.7 In the event of the sale or compulsory auction of the vehicle in accordance with G.7, we may give notice of termination to the purchaser. We must give notice of termination within one month of the date on which we became aware of the sale or compulsory auction. Our termination shall take effect one month after its receipt by the acquirer.

G.4 Termination of individual types of insurance

G.4.1 The motor vehicle liability, the comprehensive and collision insurance are each legally independent contracts. Termination of one of these contracts shall not affect the continued existence of the others.

G.4.2 You and we are entitled to terminate the entire motor vehicle insurance policy for the vehicle if there is a reason to terminate one of these policies.

G.4.3 If we terminate only one of several contracts concluded for the vehicle, you may extend the termination to the entire motor vehicle insurance. To do so, you must notify us within two weeks of receipt of our notice of cancellation that you do not agree to the continuation of the other contracts. Accordingly, we have the right to cancel the entire motor insurance if you cancel only one contract out of several.

G.5 Receipt of the notice of termination

A notice of termination is only effective if it is received within the respective period.

G.6 Premium settlement statement after termination

In the event of termination before the end of the insurance year, we shall be entitled to the premium attributable to the period of insurance cover on a pro rata basis.

G.7 What must be considered when selling the vehicle?

Transfer of the insurance to the purchaser

G.7.1 If you sell your vehicle, the insurance is transferred to the purchaser.

G.7.2 We are entitled and obligated to adjust the premium in accordance with the premium in accordance with the information provided by the purchaser, which is determined in accordance with the claims history to date. The new premium shall apply from the day following the transfer of the insurance.

G.7.3 We may demand the premium for the current payment period either from you or from the acquirer.

Display of the sale

G.7.4 You and the purchaser are obliged to notify us immediately of the sale of the vehicle. Failure to notify us may result in the loss of insurance cover under the conditions of § 97 of the Insurance Contract Act.

Termination of the contract

G.7.5 In the event of sale, the acquirer under G.2.5 and G.2.6 or we under G.3.7 may terminate the contract. Then we can only demand the premium from you.

Forced sale

G.7.6 Regulations G.7.1 to G.7.5 G.7.6 shall apply accordingly if your vehicle is foreclosed.

G.8 Loss of risk (e.g. due to vehicle scrapping)

If the insured risk finally ceases to exist, we are entitled to the premium up to the time when we become aware of the loss of risk.

H External operation, driving with unstamped license plate

H.1 What has to be considered when decommissioning?

Suspended insurance

H.1.1 If the insured vehicle is taken out of service and is to be re-registered at a later date, this shall not terminate the contract.

H.1.2 the contract will be transferred to a non-contributory dormant insurance if the registration authority notifies us of the decommissioning. This does not apply if the vehicle is taken out of service for less than two weeks or if you request the unrestricted continuation of the previous insurance cover.

H.1.3 The regulations according to H.1.1 and H.1.2 do not apply to vehicles with an insurance number (e.g. mopeds), caravan trailers and to contracts with an explicitly shorter contract period than one year.

Scope of the suspended insurance

H.1.4 With the suspended insurance, we grant you limited insurance coverage during the period of decommissioning.

The suspended insurance cover includes

- the motor vehicle liability insurance,
- comprehensive insurance and collision , if the vehicle had comprehensive or collision coverage at the time it was taken out of service.

Your obligations with regard to suspended insurance

H.1.5 During the period of the suspended insurance, you are obliged to keep the vehicle

- in a parking place (e.g. a single or collective garage) or
- in an enclosed parking area (e.g. enclosed by fence, hedge, wall)

not only temporarily park the vehicle. You may also not use the vehicle outside these premises. If you breach your obligations, we shall not be liable under the conditions set out in D.2.

Re-registration

H.1.6 If the vehicle is re-registered to traffic (end of decommissioning), the original insurance cover shall be reinstated. You must notify us immediately of the end of the decommissioning.

End of the contract and rest insurance

H.1.7 The contract, and thus also the suspended insurance coverage ends at the latest on expiry of the contract after the vehicle has been decommissioned, without any notice of termination being required.

H.1.8 If you re-register the vehicle during the period of dormant insurance with a confirmation of insurance from another insurer, we have the right to continue the contract and to request the other insurer to cancel the contract.

H.2 Journeys with unstamped license plates

Insurance coverage in motor vehicle liability insurance

H.2.1 In the case of motor vehicle liability insurance insurance cover also exists for registration drives with unstamped license plates. This does not apply to journeys for which a red license plate or a short-term license plate must be kept.

What are registration drives?

H.2.2 Registration drives are journeys that are related to the car registration process. These are:

- Trips to the registration office for affixing the stamp sticker and trips to carry out general inspection or safety inspection within the competent registration district and an adjoining district with unstamped licence plates if the car registration authority has previously issued one in advance.
- Trips after removal of the stamp sticker with the previously assigned licence plate until the end of the day the vehicle is decommissioned.

I Statutory change in the scope of benefits in motor vehicle liability insurance

In motor vehicle liability insurance, we are entitled to increase the premium as soon as we are required by law, regulation or EU directive to increase the scope of benefits or sums insured.

J Disagreements and jurisdictions

J.1 If you are not satisfied with us once

We want you to be satisfied with us. Should this ever not be the case, please contact us directly so that we can clarify the matter.

In addition, you also have the following options:

Insurance Ombudsman

J.1.1 If you, as a consumer, are not satisfied with our decision or a negotiation with us has once not led to the result you wanted, you can turn to the Insurance Ombudsman.

Versicherungsombudsmann e.V. P.O. Box 080632

10006 Berlin

E-mail: beschwerde@versicherungsombudsmann.de

Internet: www.versicherungsombudsmann.de

Phone 0800 3696000, Fax 0800 3699000 (free of charge from the German telephone network)

The insurance ombudsman is an independent body that works free of charge for consumers. Arbitration Board. We have undertaken to participate in the conciliation procedure.

Consumers who have concluded this contract online (e.g., via a website or e-mail) can also submit their complaint online to the <http://ec.europa.eu/consumers/odr/> platform. Your complaint will then be forwarded to the insurance ombudsman via this platform. If you have any questions, you can also contact us by e-mail at: complaints@agent22.eu

Insurance Supervision

J.1.2 If you are not satisfied with our service or if disagreements arise during the execution of the contract, you can also contact the supervisory authority responsible for us. As an insurance company, we are subject to supervision by the Federal Financial Supervisory Authority.

Federal Financial Supervisory Authority (BaFin) Insurance Supervision Sector

Graurheindorfer Street 108

53117 Bonn

E-mail: poststelle@bafin.de

Phone 0228 4108-0, Fax 0228 4108 - 1550

Please note that BaFin is not an arbitration body and cannot make binding decisions on individual disputes.

Legal process

J.1.3 You also have the option of taking legal action.

Note: In case of disagreement on the amount of damage in the comprehensive insurance and collision , you can also use the expert procedure according to A.2.6.

J.2 Jurisdiction

If you sue us

J.2.1 You can assert claims arising from your insurance contract in particular before the following courts:

- the court that has local jurisdiction over your place of residence,
- the court which has local jurisdiction for our registered office or for the branch office serving you.

If we sue you

J.2.2 We may assert claims under the insurance contract in particular before the following courts:

- the court that has local jurisdiction over your place of residence,
- the court of the place where the registered office or the branch office of your business is located, if you have concluded the insurance contract for your business or trade.

You have moved your residence or place of business abroad

J.2.3 In the event that you have relocated your place of residence, place of business or habitual abode outside Germany or your place of residence, place of business or habitual abode is not known at the time the action is brought, the court with jurisdiction for our place of business shall be deemed agreed, notwithstanding the provisions of J.2.2

K [Annex: Type and use of vehicles]

K.1 Light motorcycles

Light motorcycles are motorcycles and scooters with an engine capacity of more than 50 cc and not more than 125 cc and a rated power of not more than 11 kW.

K.2 Motorcycles

Motorcycles are all motorcycles and scooters that must have a registration number, with the exception of light motorcycles.

K.3 Passenger car

Passenger cars are motor vehicles registered as passenger cars with no more than eight seats other than the driver's seat, with the exception of rental cars, cabs and self-driving rental vehicles.

K.4 Trailer

An unpowered road vehicle designed to be towed by a motor vehicle.

K.5 Rental car

Rental cars are passenger cars that are used for the purpose of providing occasional transport services for which a license is required (excluding cabs, buses, goods vehicles and self-driving rental vehicles).

K.6 Taxis

Cabs are passenger cars, which the entrepreneur keeps ready at officially authorized places and with which he carries out transport orders to a destination specified by the passenger, including those received at the place of business or during the journey.

K.7 Self drive rental vehicles

Self-driving rental vehicles are motor vehicles and trailers that are rented out commercially without the provision of a driver.

K.8 Leasing vehicles

Leased vehicles are motor vehicles and trailers that are leased commercially without the provision of a driver and are registered to the lessee or, if registered to the lessor, are provided to the lessee by contract for at least six months.

K.9 Buses and coaches

K.9.1 Buses and coaches are motor vehicles and trailers which, by virtue of their design and equipment, are suitable and intended for carrying more than nine persons (including the driver).

- K.9.1.1 Regular service is a regular transport connection established between certain starting and ending points, on which passengers can get on and off at certain stops, as well as transport which, to the exclusion of other passengers, serves the regular transport of persons to visit markets and theatres.
- K.9.1.2 Occasional services are excursion trips and trips to vacation destinations as well as services by rented buses.
- K.9.1.3 Not covered by K.9.1.1 or K.9.1.2 are other buses, in particular hotel buses, works buses, school buses, teaching buses and hospital buses.

K.10 Camping vehicles

Camping vehicles are vehicles registered as mobile homes.

K.11 Works traffic

Own-account transport is the carriage of goods by motor vehicles, trailers and semi-trailers for own purposes only by personnel of an enterprise or by personnel who have been made available to the enterprise under a contractual obligation.

K.12 Commercial freight traffic

Commercial transport of goods is the transport of goods by motor vehicles, trailers and semi-trailers for others for business purposes and against payment.

K.13 Removal traffic

Removal transport is the exclusive transport of removal goods.

K.14 Interchangeable bodies

Swap bodies are bodies of motor vehicles, trailers and semi-trailers which are intended for the transport of goods and can be exchanged on these vehicles by means of mechanical devices.

K.15 Agricultural tractors

Agricultural tractors or trailers are tractors and crawler tractors or trailers that are exempt from motor vehicle tax because they are used in agriculture and forestry and bear an official green license plate.

K.16 Milking trucks and milk collection tankers

Milk trucks and milk collection tankers are vehicles with devices for mechanical milk collection, which are used to transport milk from pastures and farms to dairies in the collection areas.

K.17 Other special agricultural vehicles

Other special agricultural vehicles are vehicles that are registered as special vehicles for agriculture and forestry and bear an official green license plate.

K.18 Milk tanker

Milk tankers are vehicles used to transport milk between dairies or from dairies to distributors or consumers. They are not considered special agricultural vehicles, but freight vehicles.

K.19 Self-propelled machines

Self-propelled machines are vehicles which, by virtue of their design and their special equipment permanently attached to the vehicle, are intended and suitable for carrying out work - not for transporting persons or goods - and which are intended for a period of time determined by the Federal Minister of Transport belong to certain types of such vehicles (e.g., self-loaders, excavators, grapples, crane trucks, and clearing and recovery vehicles, even if they are co-used for towing purposes).

K.20 Trucks up to 3.5 t maximum permissible mass

Trucks up to 3.5 t maximum permissible mass are motor vehicles registered for the carriage of goods with a

K.21 Total mass of up to 3.5 t.

Trucks over 3.5 t maximum permissible mass

Trucks over 3.5 t gross vehicle weight are motor vehicles with a gross vehicle weight of more than 3.5 t that are registered for the transport of goods.

K.22 Tractors

Tractors are motor vehicles constructed exclusively or primarily to pull trailers or semi-trailers, with the exception of agricultural tractors.