



Information sheet

Information on sports insurance

As of 1 January 2026

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Foreword

Dear sports enthusiasts,

Sportbund Rheinland e.V. considers it an important task to provide the organised sporting community with standardised insurance cover that comprehensively covers the existing risk areas associated with the practice of sport and all other statutory functions or activities for the association or club. It must be borne in mind that the insurance cover provided must be reasonable and affordable in terms of premium structure.

Therefore, the following principles have been taken into account when determining the scope of insurance and the insurance benefits:

- The sports insurance policy is intended as a valuable aid for federations, clubs and their members; it cannot, however, replace private, individual insurance cover. Under the accident insurance scheme, benefits are primarily intended to cover serious accidents, whilst comparatively minor health issues cannot be borne by the community as a whole.
- Equal treatment of all members and clubs must be ensured. No one should be placed in a more favourable position on the basis of the sport they practise or their personal circumstances.

All club committees are strongly advised to inform all members of the current provisions of the sports insurance policy via club newsletters, circulars and at meetings. Should any changes be made to the sports insurance policy, these will be announced in the Sports Federation's newsletter.

In addition to sports insurance, specialised associations and clubs may face specific risks for which separate insurance cover can be applied for via the insurance office at Sportbund Rheinland e.V.

The sports insurance policy between Sportbund Rheinland e.V. (SBR) and the companies ARAG Allgemeine Versicherungs-AG (ARAG) and ARAG SE (ARAG SE) applies for the duration of membership to the specialist associations and clubs affiliated to the sports federation, as well as to their members. If a specialist association or a club withdraws from the Sportbund, the insurance cover for the individual member shall also cease.

Contractual partners

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To improve readability, we have chosen not to use gender-specific language. All terms are intended to promote equality. This simplified language is used for editorial reasons and is not intended to imply any judgement. Furthermore, by omitting punctuation and special characters such as the gender star, computer systems can read texts aloud more fluently to blind and visually impaired people.

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We recommend that club committees draw all members' attention to the ARAG website (www.ARAG-Sport.de) via club newsletters, email campaigns, social media channels and at meetings. There, they can view the current regulations. The provisions in this information sheet are current as of 1 January 2026.

Should any changes be made to the provisions of the sports insurance contract, these will be announced in the newsletter of Sportbund Rheinland e.V.

If you have any questions regarding your insurance cover, please contact your insurance office at Sportbund Rheinland e.V. (SBR). At www.ARAG-Sport.de, we provide further useful information and forms. Here you will find everything you need to know about sports insurance. At www.ARAG-Sport.de, you can, amongst other things, complete sports injury claims forms and apply for supplementary insurance. The sports insurance information sheet can be viewed, printed and downloaded. You will also find answers to frequently asked questions about the sports insurance policy.

You can access the offers and information via your regional sports association's website or directly via www.ARAG-Sport.de.

A. Insured organisations and individuals

Wherever the terms 'insured organisations' are used in sections A to D below, this refers to Sportbund Rheinland e. V. and the insured organisations as defined in Part I.

Wherever the terms 'insured parties' are used in Sections B to D, the relevant description applies both to the "insured organisations" as defined in Part I and to the insured natural persons as defined in Part II.

I. Insurance cover for the SBR and the insured organisations

1. The insurance cover applies to Sportbund Rheinland e.V. (SBR) as well as the specialist associations and clubs (insured organisations). The insurance cover for the insured organisations applies provided they are full members of the SBR and their articles of association comply with those of the SBR; it applies both in Germany and abroad, unless otherwise specified in Section B – Types of Insurance.
2. Cover is provided for the conduct of the association's or club's activities in accordance with its articles of association and, within this framework, the organisation and/or hosting of all events and undertakings of the insured organisations, including preparation and execution.
The insurance also covers the hosting of events for specialist associations within the Sportbund Pfalz and Sportbund Rheinhessen by the SBR or an organisation within the SBR.

A prerequisite for insurance cover is that
 - 2.1 the primary purpose of the club must be classified as the promotion of 'sport, exercise and play'; it must be predominantly focused on the support and development of its natural members. Temporary memberships or supporting memberships for which no contribution is paid to the SBR are not considered members in this sense;
 - 2.2 events for and with non-members are held predominantly to promote "sport, exercise and play" with the aim of recruiting new members and promoting the club; they must not constitute the club's main purpose, its primary activities or its main source of income.
 - 2.3 However, no cover is provided under the legal expenses insurance (Section B, Part VII) for professional departments.
3. For regional sports associations active in two or all three sports federations in Rhineland-Palatinate, in the event of a claim, regional allocation shall be based on the respective official registered office of the regional sports association. Thus, regional sports associations whose registered office is located within the SBR's regional area of jurisdiction are covered by the insurance under this contract, even if the claim arose outside the SBR's area of jurisdiction.
If there is also membership of the LSB Rhineland-Palatinate (LSB) and the LSB has taken out insurance for the regional sports associations, this LSB insurance is obliged to provide cover in the first instance. The SBR's sports insurance is subsidiary in this respect.
4. Member organisations based within the territory of another regional sports federation (LSB/LSV) and holding membership there are not covered by this sports insurance policy.
5. The following are also insured
 - 5.1 events and activities organised by the insured organisations in conjunction with other non-commercial federations and clubs, as well as the federal government, a state or a local authority;
 - 5.2 Events and activities organised by sports clubs formed by insured organisations. Insurance cover also applies if a registered association (e.V.), a civil law partnership (GbR) or a non-profit limited company (gGmbH) is established by insured organisations for the purpose of running the sports club. If all parent clubs are members of the SBR, insurance cover applies even if the sports club is not a member of the SBR. If one or more parent clubs are members of another regional or sports association, insurance cover applies only on condition that the predominant risk associated with the sporting activities is attributable to the SBR. Please note the exclusion under clause 6.2;
 - 5.3 Participation by the insured organisations in partnerships with schools, provided that a written partnership agreement is in place. This covers, on the one hand, events organised by the school and, on the other hand, so-called 'joint events', in which school sports organised by the insured organisations are combined with training activities forming part of the insured organisation's regular sporting programme. If participation in additional support services, such as homework supervision or meal distribution, is covered by the cooperation agreement, these are also deemed to be covered by the insurance.

Where an organisation assumes responsibility for specific activities and, in that capacity, commissions third parties (for example, a local music school to run a music club), the selection risk is also covered in favour of the insured organisation. Insurance cover also applies to collaborations with other (educational) institutions, such as nurseries/kindergartens and care homes.

6. Not covered
- 6.1 is the organisation of international events (e.g. World or European Championships) or German Championships for a leading professional association;
- 6.2 are commercial enterprises or commercial ancillary businesses, provided that they are not operated on a short-term basis in connection with the staging of insured events or are only of a minor nature (total annual income below the tax threshold specified in Section 64(3) of the German Fiscal Code (AO)). Sports-related facilities of the insured organisations that are not operated in the legal form of a corporation (for example, sports schools, holiday villages, climbing facilities, conference venues and club restaurants run under their own management) are not considered commercial enterprises and are covered by the insurance.
7. Insurance cover for dependent sub-divisions
If, in exceptional cases, a dependent subdivision of an association (for example, a department of the association) is a member of an insured organisation, but the association itself is not, the term 'insured organisation' shall be replaced throughout the text of the group insurance policies, including the preamble, with the term 'dependent subdivision' (for example, 'department'); the term "insured organisation" shall apply accordingly. The insurance cover for these sub-divisions applies only to risks that are attributable exclusively to the sub-division and neither wholly nor partly to the uninsured association.
8. Where there are specific features of the insurance cover for certain types of association, these are listed separately in the individual branches of insurance (Section B).

II. Insurance cover for the members and employees of the insured organisations

1. Insured persons are
 - 1.1 all active and passive members of the insured organisations;
 - 1.2 all officials;
Officials in this sense are defined as all persons who are members of the bodies of the insured organisations as specified in the articles of association, as well as persons who have been appointed by the executive committee of an insured organisation, either permanently or temporarily, to perform specific functions within the scope of the insured organisation's activities.
 - 1.3 all instructors, gymnastics or sports teachers and coaches, as well as referees, combat judges and target judges, even if they are non-members;
 - 1.4 all employees, freelance staff, participants in the 'Voluntary Social Year' (FSJ) and the 'Federal Voluntary Service' (BFD), as well as interns working for the insured organisations;
 - 1.5 all helpers commissioned by insured organisations to carry out insured events, even if they are non-members;
 - 1.6 as non-members in accordance with clause 5: asylum seekers, refugees and – where these persons are minors – their accompanying persons;
 - 1.7 Notwithstanding clauses 1.1 to 1.6, insurance cover under the DSO insurance policy applies only to the persons specified in Section B, Part VI, clause 1.
2. No insurance cover is provided for:
 - 2.1 Non-members (except as set out in clauses 1.2 to 1.6);
 - 2.2 Members for whom, upon joining the association, it is already clear that their membership will end before the end of the current calendar year (temporary memberships). If the membership automatically ends on 31 January of the following year or later, insurance cover applies for the entire duration of the temporary membership;
 - 2.3 The German Life Saving Association (DLRG) and the German Alpine Club (DAV), as well as their affiliated organisations.

3. Insurance cover applies to members as defined in clause 1.1 when participating in all events of the insured organisations covered under Part I, and to officials, employees and volunteers as defined in clauses 1.2 to 1.5 in the course of their activities for the insured organisations. However, for events outside the SBR in Germany and abroad, cover applies only if participation was based on an official mandate from the SBR or an insured organisation.
4. In addition, insurance cover applies
- 4.1 for all sporting activities at sports facilities (e.g. own or third-party sports grounds, sports halls, swimming pools) which the insured organisations make available to their members for the purpose of practising sport, and specifically within the hours of use specified by the insured organisations;
- 4.2 for individual activities undertaken by members within their relevant specialist section, for example special training for competitive athletes, sailing trips organised by sailing clubs, or horse riding excursions organised by equestrian sections, provided that these individual activities have been expressly authorised. This insurance cover applies only to claims which are confirmed by the SBR, the relevant specialist association, club or an insured organisation as having occurred during authorised individual activities;
- 4.3 when participating in any event organised by the German Olympic Sports Confederation (DOSB) or a German national sports federation, provided that participation was based on an official mandate from the DOSB or the national sports federation. This also applies where the organiser is a European federation or the world governing body (e.g. the Olympic Games, World and European Championships).
- 4.4 when participating in recreational activities organised across Rhineland-Palatinate by all three sports federations or by the Rhineland-Palatinate State Sports Federation, provided that the participants have been registered for this event by their club;
- 4.5 for insurance claims arising from incidents involving insured persons attending insured events within the SBR's remit. Insurance cover also applies where the organiser (home match) or participant (away match) is a match-operating company (e.g. Spielbetriebs-GmbH) with its own team. For events outside the SBR, insurance cover applies only to events for which the club itself or its match-operating company has officially registered a team, a squad or individual athletes. Insured persons are also covered when participating in events – such as club parties, championship celebrations, end-of-season parties and general meetings – even if these are organised not by their own club but by its match-operating company. Insurance cover for spectators begins upon entering the sports venue or any other premises designated for the event; it ends upon leaving the same. If the member's own club – or its operating body/corporation – has officially registered a team, a squad or individual athletes, insurance cover also applies on the direct journey to and from the sporting event in accordance with clause 7.
- 4.6 when assisting with construction projects or any other maintenance and repair work carried out by the club, as well as in the case of water sports clubs, including the launching and hauling out of boats.
- 4.7 at events in accordance with Part I, Section 5.3 ('Cooperation between schools and clubs') for the officers of the insured organisations. For pupils who are also members of a club, insurance cover under the terms and scope of this contract applies during the cooperative event at the school, with the exception of cover for the journey to and from the event; however, this is deemed to be included in the cover for 'mixed events'.
5. For asylum seekers, refugees and accompanying persons in accordance with Clause 1.6, insurance cover applies when participating in events and/or courses, as well as in social and other events organised by the insured organisations. Insurance cover also applies when carrying out voluntary work on behalf of an insured organisation (for example, the care and maintenance of club facilities) and as a helper at insured events.
6. Travel risk
- 6.1 Insurance claims arising on the direct route to and from insured events, activities and undertakings are covered, unless otherwise agreed. Journeys undertaken for the purpose of carpooling within this context are also covered by the insurance, even if this involves deviating from the direct route.
- 6.2 Insurance cover begins upon leaving the home and continues until the return to the home. If the direct route to an event is not commenced from the home but, for example, from the place of work, this provision applies mutatis mutandis. The same applies to the return journey.
- 6.3 In the event of interruptions to the direct route, insurance cover is suspended only for the duration of the interruption, unless the temporal and spatial connection with the event is maintained. Insurance cover resumes as soon as the regular route is continued.

- 6.4 Insured events occurring at the place of stay are also covered. Private extensions of the stay are not covered by the insurance. If the journey is commenced earlier or the return journey is delayed beyond what is necessary for the event, insurance cover applies only during the event and on the direct route to and from the event.
- 6.5 The travel risk as set out in clauses 6.1 to 6.4 applies to insured persons as defined in clause 1.6 in conjunction with clause 5, and is covered as follows: On the outward journey to the event/activity, provided that the insured person is accompanied by insured persons as defined in clauses 1.1 to 1.5 or is transported by means of transport organised by the insured organisation. The outward journey is also covered if the insured person had previously participated in an event/activity organised by an insured organisation and is already known by name in accordance with clause 1.6, or had been assigned in advance to carry out voluntary work. The direct return journey from an event/activity to the accommodation is also covered.
7. The following is not covered – with the exception of accident and fidelity insurance – the pursuit of the insured persons' profession, whether for remuneration or not, even if such pursuit is carried out on behalf of insured organisations, provided that the persons concerned are not insured under clauses 1.2 to 1.5. The activity being carried out at the time the loss occurred is decisive. This exclusion does not apply in the case of an insured person's professional activity involving care, maintenance or repair work on club facilities.

Professional athletes: The professional sports risk of the insured persons referred to in clauses 1.1 and 1.4 is covered, with the exception of legal expenses insurance. A professional athlete is defined as a person who derives the majority of their livelihood from income generated by the sport they practise. The exclusion of professional athletes and professional sports teams from legal expenses insurance in accordance with Section B, Part VIII, Clause 3.1.2 remains unaffected by this. The exclusion of activities as an architect, civil engineer and/or structural engineer in liability insurance (Section B, Part II, Clause 4.2.19), financial loss liability insurance (Section B, Part V, Clause 3.7), DSO cover (Section B, Part VI, Clause 6.4) and legal expenses insurance (Section B, Part VIII, Clause 3.1.9).

B. Insurance classes

I. Accident insurance – ARAG Allgemeine Versicherungs-AG

1. Subject matter of the insurance

1.1 The insured persons are covered under these contractual provisions against the financial consequences of physical accidents.

An accident occurs when the insured person involuntarily suffers damage to their health as a result of a sudden external event affecting their body (accidental event).

1.2 The following applies to insured persons, in particular active sportspeople:

1.2.1 As an extension of clause 3.12, hernias of the abdomen and lower abdomen are covered by the insurance.

1.2.2 The cover also extends to health impairments and death occurring whilst bathing, swimming or diving, caused by sunstroke or other effects of light, temperature or weather conditions, even if these are not the result of an accident.

1.2.3 Death by drowning or suffocation underwater is also considered an accident, as are health impairments typical of diving (caisson disease, eardrum injuries such as barotrauma), even where no specific accident can be identified.

1.2.4 The insurance cover includes all dislocations, strains and tears, even if they are caused solely by increased physical exertion or other voluntary movements.

1.2.5 Notwithstanding clause 4.4, ARAG Allgemeine shall not reduce benefits where illnesses or pre-existing conditions have contributed to the consequences of an accident affecting limbs. This applies in particular to the defence of degenerative contribution.

1.2.6 Accidents also include suffocation, as well as involuntary poisoning and damage to health caused by escaping vapours and gases, fumes, dust clouds, acids, etc., provided that this involves a sudden external event affecting the body. Suddenness is also deemed to exist if, due to special circumstances, the insured person was involuntarily exposed to the effects for several hours and the damage to health arose only as a result of this.

1.3 Accidents involving persons in need of long-term intensive or very intensive care within the meaning of social care insurance (Sections 14, 15 of Book XI of the Social Code) are insured exclusively with the following benefits:

1.3.1 In the event of death, the benefits set out in clause 2.1 apply.

1.3.2 In the event of disability, the benefits set out in clause 2.2 apply, provided that the degree of disability is to be assessed in accordance with 2.2.3.1 (disability rating).

1.3.3 The benefits set out in clause 2.4 apply to rehabilitation management.

1.3.4 The benefits set out in clause 2.5 apply to services.

1.4 Rescue operations: Damage to health suffered by an insured person in the course of lawful self-defence or in an attempt to rescue people, animals or property shall also be deemed to be accidents.

2. Benefits

2.1 Death

2.1.1 If the accident results in the death of the insured person within one year, a claim arises for a benefit in accordance with the sum insured for death, amounting to

€5,000	for children and young people up to the age of 18,
€10,000	for unmarried adults aged 18 or over,
€12,500	for married couples/civil partners under Section 1 of the Civil Partnership Act,
€15,500	for insured persons with a dependent child,
€21,000	for insured persons with two or more dependent children.

2.1.2 Cover is also provided for the death of insured persons resulting directly from a physical collapse suffered at the sports facility during or immediately after active participation in a competition or training session.

2.2 Disability

2.2.1 If the accident results in a permanent impairment of the insured person's physical or mental capacity (disability), entitlement arises to a lump-sum payment from the sum insured for disability in the amount of €50,000.

The disability benefit for a degree of disability determined in accordance with clauses 2.2.2 to 2.2.4 is paid as follows:

For a degree of disability

- of less than 15 per cent, no benefit is payable;
- from 15 per cent to 25 per cent, the benefit is paid in accordance with the determination,
- For rates between 25 per cent and 50 per cent, the portion exceeding 25 per cent is compensated threefold;
- and the portion exceeding 50 per cent is compensated at four times the rate.

From a degree of disability of 70 per cent, the maximum benefit of 180,000 euros is paid.

2.2.2 The disability must have occurred within 21 months of the accident and must be certified in writing by a doctor and claimed by the insured person no later than the expiry of a further six-month period.

Failure to meet this 27-month deadline following an accident for claiming disability benefits does not result in the loss of the entitlement; instead, it is treated as a breach of obligation provided the claim is submitted within a further nine months (making a total of 36 months). Once this period has expired, the entitlement to disability benefits lapses. For children and young people, the period is extended beyond 36 months until they reach the age of 18th year of age, but for no longer than 60 months.

2.2.3 The basis for calculating the benefit is the sum insured and the degree of accident-related disability.

2.2.3.1 In the event of the loss or complete functional incapacity of the following body parts and sensory organs, only the following degrees of disability apply:

Arm	70 per cent
Arm up to and including the elbow joint	65 per cent
Arm below the elbow joint	60 per cent
Hand	55 per cent
Thumb	20 per cent
Index finger	10 per cent
other fingers	5 per cent
Leg above the middle of the thigh	70 per cent
Leg up to the middle of the thigh	60 per cent
Leg down to just below the knee	50 per cent
Leg to the middle of the lower leg	45 per cent
Foot	40 per cent
big toe	5 per cent
other toes	2 per cent
Eye	50 per cent
Hearing in one ear	30 per cent
Sense of smell	10 per cent
Sense of taste	5 per cent

In the event of partial loss or partial impairment of function, the corresponding fraction of the respective percentage applies.

2.2.3.2 For other parts of the body and sensory organs, the degree of disability is determined by the extent to which overall physical or mental capacity is impaired. Only medical considerations are to be taken into account.

2.2.3.3 If several physical or mental functions have been lost or impaired as a result of the accident, the degrees of disability determined in accordance with clauses 2.2.3.1 and 2.2.3.2 are added together up to a maximum of 100 per cent.

2.2.3.4 In the event of partial disability, a compensation payment is only made if the established degree of disability is 15 per cent or more.

2.2.3.5 In the event of disability, a lump-sum payment is generally made.

2.2.4 If the affected body parts or sensory organs, or their functions, were already permanently impaired prior to the accident, the degree of total disability shall be reduced by the degree of pre-existing disability. Pre-existing disability is defined as the loss or complete functional incapacity, as well as the partial loss or partial functional incapacity, of the body part or sensory organ in question. Pre-existing disability is to be assessed in accordance with clause 2.2.3.

- 2.2.5 If death occurs as a result of the accident within twelve months of the accident, there is no entitlement to disability benefits.
- 2.2.6 If the insured person dies from a cause unrelated to the accident within twelve months of the accident or – regardless of the cause – more than one year after the accident, and a claim for disability benefit had arisen in accordance with clause 2.2.3, the benefit shall be paid in accordance with the degree of disability that would have been expected on the basis of the most recent medical findings.
- 2.3 Transitional benefit
- 2.3.1 If, six months after the accident occurred, there is still an accident-related impairment of normal physical or mental capacity of more than 50 per cent, without the influence of any illness or infirmity, and if this impairment has persisted uninterrupted up to that point, a transitional benefit of €1,500 shall be paid.
- If, nine months after the accident occurred and provided that no illness or pre-existing condition is involved, there is still an accident-related impairment of normal physical or mental capacity of more than 50 per cent, and if this impairment has persisted uninterrupted up to that point, an additional transitional benefit of €1,500 shall be paid.
- 2.3.2 The insured person must claim payment of the first transitional benefit no later than 7 months, and the further transitional benefit no later than 10 months, after the accident occurred, and must substantiate the claim by submitting a medical certificate.
- 2.4 Rehabilitation management
- If an insured accident occurs in accordance with clause 1, rehabilitation management is offered as a service where the expected degree of disability is 50 per cent or more. The aim of rehabilitation management is to return the accident victim as quickly as possible to a social and professional environment that offers them a quality of life appropriate to their circumstances. This service is provided by ARAG Allgemeine in cooperation with IHR Rehabilitations-Dienst GmbH in Cologne.
- Rehabilitation management takes care of the organisation, but not the costs of the rehabilitation measures themselves. Only measures are recommended whose costs are either covered by a provider (health insurance, employers' liability insurance association, etc.) or which can be financed by benefits (for example, the disability compensation due). The sum insured for rehabilitation management costs is €20,000.
- The insured person is free to decide whether to make use of all, some or none of the rehabilitation management services. There is no obligation to do so. ARAG Allgemeine decides on a case-by-case basis whether to provide the service to the injured person.
- Rehabilitation management offers the following services:
- 2.4.1 Medical rehabilitation
- In consultation with all parties involved – including not only the injured person themselves but also their family, doctors, hospitals and care facilities – a comprehensive rehabilitation plan is drawn up. The range of services also includes recommendations regarding specific treatment methods and the best possible therapies. Rehabilitation management also arranges referrals to specialist clinics and outpatient therapies, including booking appointments for inpatient stays, and supports the injured person during follow-up therapies.
- In the case of accidents involving children, the focus is not only on optimising acute treatment and ensuring appropriate care methods, but above all on supporting the necessary promotion of mental and physical development.
- 2.4.2 Vocational rehabilitation management
- Vocational rehabilitation is closely intertwined with medical rehabilitation. The current situation is that rehabilitation and employment advisers at statutory agencies are frequently overburdened; there is a lack of staff to carry out active placement. The limited number of training places and retraining programmes in professions that are no longer in demand often make it difficult for injured people to return to work. Long waiting times, financial uncertainty and the loss of existing professional qualifications lead to a loss of motivation and inevitably increase the demand for pensions.
- Vocational rehabilitation management advises injured individuals on site and supports them in resolving work-related issues. The primary focus is on retaining their current job, finding a new job where necessary, and, where suitable, encouraging self-employment. Individual needs and abilities are taken into account, and the injured person is continuously supported throughout the induction and retraining phases.
- 2.4.3 Care Management
- Experienced care staff and medical advisers from the care management team provide professional assessments to determine the scope of care, covering basic care, treatment care, active care and support care. Where necessary, a reorganisation of the care situation is recommended. This also includes the recruitment of employed care staff or nursing staff, the referral to care institutions with corresponding cost comparisons, the provision of care aids, and information on specialist care facilities for the severely injured.

- 2.4.4 Social rehabilitation management
 Social rehabilitation is of great psychological importance and plays a decisive role in the overall success of all rehabilitation measures. The injured person should be given comprehensive support to break out of the isolation often caused by their disability and to resume activities independently.
 The focus is on measures to improve the home environment, the technical conditions at the workplace and to increase the injured person's mobility. The rehabilitation management team consults with engineers and architects on disability-friendly construction, both for building alterations and new designs. The requirements and necessary costs are set out in expert reports.
 Advice on the wide range of technical aids available in the workplace can significantly increase the chances of vocational rehabilitation.
 Rehabilitation advisers and motor vehicle experts advise on suitable mobility aids such as wheelchairs and adapted motor vehicles, review the available options, assess their quality, examine their potential applications, facilitate access to special terms offered by the supplier, and provide support with procurement.
 Liaising with sports clubs and self-help groups is intended to support the injured person's involvement in the sporting community and their reintegration into their own club. Here, too, the focus is on providing advice on individual options, which includes guidance on planning a suitable holiday that caters for disability needs and putting people in touch with suitable tour operators.
- 2.5 Services
 If the insured person has suffered an accident covered by the insurance, ARAG Allgemeine will provide the benefits specified in clauses 2.5.1 to 2.5.6 as a service or as reimbursement for costs incurred, up to a maximum of €5,000 per claim:
- 2.5.1 Reimbursement of the costs of search, rescue or recovery operations carried out by rescue services organised under public or private law, insofar as fees are usually charged for such services; these costs shall also be reimbursed if the accident was imminent or could be reasonably expected given the specific circumstances;
- 2.5.2 Where possible, ARAG Allgemeine will arrange for an English- or German-speaking doctor and specialist clinics during a trip abroad and, where necessary, will facilitate contact between the insured person's GP and the attending doctor or hospital;
- 2.5.3 Reimbursement of the costs of transporting the injured person to a hospital or specialist clinic, provided this is medically necessary and prescribed by a doctor;
- 2.5.4 Reimbursement of additional expenses incurred in returning the injured person to their permanent residence, provided that such additional costs were incurred on medical advice or were unavoidable given the nature of the injury; additionally, reimbursement of travel or accommodation costs for accompanying minor children and the insured person's accompanying partner in the event of an accident abroad; return or journey home costs are reimbursed up to the amount of first-class rail fares, including surcharges, for distances of less than 1,000 kilometres by rail; for longer distances, up to the cost of a scheduled flight (economy class); and for documented taxi journeys, up to 50 euros; a maximum of 75 euros per night and person is paid for accommodation costs; for fellow travellers, this benefit is limited to three nights;
- 2.5.5 In the event of death resulting from an accident, reimbursement of the costs of repatriation to the deceased's last permanent place of residence;
- 2.5.6 Appointment of a domestic helper. ARAG Allgemeine does not cover the costs of the domestic helper; ARAG Allgemeine accepts no liability for the services provided by the domestic helper.
- 2.5.7 If there is further cover with other insurers for the types of costs insured under clauses 2.5.1 to 2.5.6, costs will be reimbursed under this accident insurance only to the extent that the other insurers have fully met their contractual or statutory obligations and these have not been sufficient to cover the costs incurred. If the other insurers are not liable to pay benefits or dispute their obligation to pay, the insured person may claim benefits under this insurance.
- 2.6 Supplementary accident benefits
 The costs described in more detail below, which arise from medically necessary treatment of an insured person as a result of an accident, will be reimbursed:
- 2.6.1 The necessary replacement of natural or artificial teeth, with the insured person free to choose the materials. The costs of dental treatment, including materials and laboratory services, are reimbursed in accordance with the applicable scale of fees for dentists and doctors, up to the maximum rates specified therein, at 50 per cent of the invoice amount, but not exceeding an insured sum of €2,600 per sports accident.
- 2.6.2 Frames and lenses for medically prescribed spectacles, contact lenses and sports spectacles, as well as hearing aids, up to a maximum of €75 per claim.
- 2.6.3 Other medical aids in a single copy up to a sum of €2,600 per claim; medical aids are technical devices or prosthetic devices intended to alleviate or compensate for disabilities, the consequences of illness or accidents, excluding therapeutic devices and other sanitary or medical/technical supplies.

- 2.6.4 In the event of accidents or acute illnesses during a stay abroad, ARAG Allgemeine also reimburses the costs of outpatient and inpatient treatment (including medicines and journeys to the nearest doctor or hospital using the local means of transport customary for patient transport), as well as for pain-relieving dental treatment and simple dental fillings. The limit of €2,600 per claim does not apply to these costs.
- 2.6.5 The costs of treatment are covered for a period of up to two years, calculated from the onset of the illness or accident, or from the date on which the injury resulting from the rescue operation occurred. For children and young people who have lost teeth as a result of an accident or rescue operation, this period is extended until they reach the age of 18. Entitlement to insurance benefits only arises after other providers have made advance payments (for example, statutory or private health or accident insurance, subsidy schemes, social welfare providers).
- 2.6.6 There is no obligation to pay benefits for
- 2.6.6.1 existing chronic conditions and their consequences;
- 2.6.6.2 illnesses and accidents attributable to acts of war, active participation in civil unrest, wilful misconduct, intoxication, culpable involvement in fights or brawls (unless rescue measures were taken), or addiction;
- 2.6.6.3 Vaccinations, medical reports and certificates, home care staff;
- 2.6.6.4 Treatment provided by spouses and civil partners in accordance with Section 1 of the Civil Partnership Act, parents and children; material costs are reimbursed.
- 2.7 Daily hospital allowance
- 2.7.1 A daily hospital allowance is paid if the insured person is undergoing medically necessary inpatient treatment as a result of an insured accident. The daily hospital allowance does not apply to stays in sanatoriums, convalescent homes and health resorts.
- 2.7.2 If the hospital stay lasts longer than eight days, a daily hospital allowance of €10 will be paid from the first day of the hospital stay and for a maximum of two years, calculated from the date of the accident.
- 2.8 Tutoring
- If pupils have to be absent from school for more than four weeks due to an insured event, the proven costs of private tuition will be paid up to €50 per day on which the lessons were taken, subject to a maximum of €1,000 per insured event.
3. Exclusions
- The following are not covered by the insurance:
- 3.1 Accidents caused by strokes or accidents resulting from mental or consciousness disorders arising from the misuse of medication or drugs, or from drink-driving, where the blood alcohol level at the time of the accident was 1.1 per mille or higher. However, cover is provided if these disorders or seizures were caused by an accident covered by this policy.
- 3.2 Accidents suffered by the insured person as a result of them intentionally committing or attempting to commit a criminal offence.
- 3.3 Accidents caused directly or indirectly by acts of war or civil war. However, cover is provided if the insured person is unexpectedly affected by acts of war or civil war whilst travelling abroad. This insurance cover expires at the end of the 14th day following the outbreak of war or civil war in the territory of the country in which the insured person is staying. The extension does not apply to travel to or through countries where war or civil war is already taking place, nor to active participation in war or civil war.
- 3.4 Accidents suffered by the insured person whilst participating as a driver, co-driver or passenger in a motor vehicle in driving events, including associated practice runs, where the aim is to achieve maximum speeds.
- 3.5 Damage to intervertebral discs, as well as internal bleeding and cerebral haemorrhages. However, cover is provided if an accident covered by this policy is the predominant cause.
- 3.6 Accidents caused directly or indirectly by nuclear energy.
- 3.7 Health damage caused by radiation.

- 3.8 Damage to health caused by medical treatment or procedures which the insured person performs on their own body or has performed on it. However, cover is provided if the procedures or medical treatment, including diagnostic and therapeutic radiotherapy, were necessitated by an accident covered by this policy.
- 3.9 Infections, if they
- 3.9.1 are caused by insect stings or bites, or
- 3.9.2 by other minor injuries to the skin or mucous membranes through which pathogens entered the body immediately or subsequently.
- However, cover is provided for
- 3.9.3 rabies and tetanus, and for allergic reactions resulting from insect bites, as well as for
- 3.9.4 infections with early summer meningoencephalitis (meningitis caused by a tick bite), provided that this infection results in a degree of disability of at least 25 per cent or in death,
- 3.9.5 infections in which the pathogens entered the body through accidental injuries not excluded under this clause.
- 3.10 Infections caused by medical treatment or surgical procedures. However, clause 3.8, sentence 2, applies accordingly.
- 3.11 Poisoning resulting from the ingestion of solid or liquid substances through the throat.
Insurance cover does, however, apply to children and young people who have not yet reached the age of 18 at the time of the accident.
Poisoning caused by food remains excluded.
- 3.12 Abdominal or lower abdominal hernias, unless cover is provided in accordance with clause 1.2.1.
- 3.13 Pathological disorders resulting from psychological reactions.
However, cover is provided for the consequences of psychological and nervous disorders arising following an accident, if and insofar as these disorders are attributable to organic brain damage caused by the accident .
4. Payment of benefits
- 4.1 ARAG Allgemeine is obliged to state in writing, within one month (or within three months in the case of a claim for disability), whether and to what extent it recognises a claim.
The time limits commence upon receipt of the following documents:
- 4.1.1 Evidence of the circumstances of the accident and its consequences;
- 4.1.2 in the case of a claim for disability, additionally proof that medical treatment has been completed, insofar as this is necessary for the assessment of the disability.
- 4.1.3 ARAG Allgemeine will cover the full cost of any necessary medical fees incurred by the insured person in order to substantiate their claim.
- 4.2 If ARAG Allgemeine acknowledges the claim or has reached an agreement with the insured person regarding the grounds and amount of the claim, ARAG Allgemeine will pay out within two weeks.
If the obligation to pay benefits is initially established only in principle, a reasonable advance payment will be made at the insured person's request.
Before the conclusion of the medical treatment, a disability benefit may be claimed within one year of the accident only up to the amount of an agreed death benefit.
- 4.3 The insured person and ARAG Allgemeine are entitled to have the degree of disability medically reassessed annually, for a maximum of three years following the accident. For children and young people up to the age of 18 years of age, this period is extended from three to five years, but not beyond the age of 18.
- This right must
- 4.3.1 be exercised by ARAG Allgemeine together with the declaration of liability under clause 4.1,
- 4.3.2 by the insured person before the deadline
expires.

- 4.3.3 If the final assessment results in a higher disability benefit than that already paid by ARAG Allgemeine, interest at 5 per cent per annum shall be payable on the excess amount.
- 4.4 As an accident insurer, ARAG pays benefits for the consequences of accidents. If illnesses or pre-existing conditions have contributed to the damage to health caused by an accident or its consequences,
- 4.4.1 in the event of disability, the percentage of the degree of disability,
- 4.4.2 in the event of death and in all other cases, the benefit shall be reduced in proportion to the extent of the illness or infirmity. If the contributing factor amounts to less than 50 per cent, however, no reduction shall apply.

II. Liability insurance – ARAG Allgemeine Versicherungs-AG

1. Scope of cover

ARAG Allgemeine provides the insured with liability insurance cover for the insured events, activities and undertakings in the event that, due to a loss event resulting in the death, injury or damage to the health of persons (personal injury) or the damage to or destruction of property (property damage), they are held liable by a third party under statutory liability provisions under private law for these consequences and are claimed for damages.

2. Special contract extensions

2.1 Home and property

2.1.1 The insurance also covers statutory liability as an owner, landlord, lessor, tenant, leaseholder or beneficial owner of land, buildings, premises and facilities used for the normal and customary operations of the association or club (for example, gymnasiums, sports fields, swimming and equestrian facilities, bowling alleys, sports schools, residential homes, in-house catering facilities, offices, garages, stands).

The insurance also covers statutory liability for damage resulting from a breach of the obligations incumbent upon the aforementioned properties (e.g. structural maintenance, lighting, cleaning, gritting of pavements in icy winter conditions, clearing snow from pavements and roadways).

2.1.2 The risk as a former owner under Section 836(2) of the German Civil Code (BGB) is also covered, provided the insurance was in force until the change of ownership.

2.1.3 This includes the obligation to indemnify third-party owners or possessors against any statutory liability claims made by entitled persons or third parties arising in connection with the use of facilities made available to an insured organisation by third-party owners for purposes in accordance with the organisation's constitution. This indemnity also covers any legal costs.

2.1.4 The operation of photovoltaic and solar thermal systems on club premises owned by the insured organisations or leased, rented or otherwise made available for their use is also covered, even where electricity is fed into the grid or hot water is supplied in return for payment.

2.1.5 The ownership, operation and maintenance of charging stations (wall boxes or similar) for the association's own purposes are also covered. The occasional use of the charging stations by third parties is also covered, provided this does not constitute the main purpose of the charging station. Please note the exclusion regarding the use of motor vehicles in accordance with clause 4.2.8 and the exclusion of commercially operated risks in accordance with Section A, Part I, clause 6.2.

2.2 Builder's risk

The insurance covers statutory liability as a building owner or contractor for construction work (new builds, alterations, repairs, demolition and earthworks) on the insured properties, provided that the costs in each individual case are estimated at no more than €600,000.

Note:

If the amount of €600,000 is exceeded, cover is still provided provided that supplementary insurance is taken out with the insurance office to cover the difference between €600,000 and the actual construction cost.

2.3 Animals

The statutory liability of the insured organisations as owners or keepers of their own animals is insured (see, however, clause 2.6.3).

- 2.4 Watercraft, motor vehicles and machinery, ski lifts, cranes and slipways
- 2.4.1 Watercraft
The statutory liability of the insured arising from the ownership and use of watercraft, with or without an engine, is insured. However, chartered boats are only insured when used as escort vessels during insured events or for rescue purposes.
- 2.4.2 Motor vehicles and machinery not subject to compulsory insurance, motor vehicle trailers
The insurance covers the statutory liability of the insured organisation arising from the keeping, ownership and use exclusively of the following vehicles not subject to compulsory insurance:
- 2.4.2.1 motor vehicles operating solely on non-public roads and areas, regardless of their maximum design speed;
- 2.4.2.2 Motor vehicles with a maximum design speed of no more than 6 km/h;
- 2.4.2.3 Forklift trucks and forklift trucks with a maximum design speed of no more than 20 km/h;
- 2.4.2.4 self-propelled work machines with a maximum design speed of no more than 20 km/h;
- 2.4.2.5 Motor vehicle trailers that are not subject to registration or are only used on private roads and premises.
- 2.4.2.6 Motorsport vehicles are not covered by the insurance.
- 2.4.2.7 The vehicles mentioned may only be used by an authorised driver. An authorised driver is a person who is permitted to use the vehicle with the knowledge and consent of the person authorised to dispose of it.
The driver of the vehicle may only use the vehicle on public roads or in public places if they hold the necessary driving licence.
Express reference is made to the legal consequences in the event of a breach of the obligations set out in Section C, Part III.
The insurance also covers statutory liability arising from the occasional loan of the insured vehicles to persons who are not members of the club.
- 2.4.3 Pacemaker machines in cycling
The insurance also covers statutory liability arising from the use of pacemaker machines for stayer races on approved cycle tracks, within the confines of the tracks and on the routes covered under the rider's own power between the event venue and the transport vehicle.
- 2.4.4 Ski lifts
The insurance also covers statutory liability arising from the use of mechanical lifting aids (ski lifts) on the insured premises in accordance with the statutes.
- 2.4.5 Cranes and slipways
The insurance also covers statutory liability arising from the use, in accordance with the club's constitution, of cranes and slipways for launching and hauling out watercraft on the insured premises (Clause 2.1). Damage to watercraft owned by the club or its members is not covered. Damage to third-party watercraft is insured up to €20,000 per claim; the excess is €500 per claim.
- 2.5 Damage during loading and unloading
Notwithstanding clauses 4.2.8 and 4.2.9, the insured party's statutory liability for damage to land and watercraft, containers and cargo caused by or during loading and unloading is included. This shall not apply where the damaged vehicles and/or cargo are the property of the insured organisation causing the damage.
- 2.6 Mutual claims
Within the scope of cover provided for in this contract, insurance cover also applies to mutual claims between the insured parties. This excludes claims
- 2.6.1 arising from personal injury to members in accordance with Section A, Part II, Clause 1.1 and/or non-members in accordance with Section A, Part II, Clause 1.6 against one another;
- 2.6.2 arising from property damage to insured organisations in accordance with Section A, Part I, Clause 1 against insured persons of the same organisation in accordance with Section A, Part II, Clause 1
- 2.6.3 arising from personal injury and/or property damage suffered by a member in accordance with Section A, Part II, Clause 1.1 against an insured organisation in accordance with Section A, Part I, Clause 1 arising from animal husbandry in accordance with Section 833 of the German Civil Code (BGB).
- 2.6.4 For the sake of clarity: claims by members of the executive board or the legal representatives of an insured organisation, as well as their relatives, against an insured organisation are also covered if the damage is caused by

was caused by circumstances beyond the control of the claimant (or their dependants).

2.7 Damage abroad

This includes statutory liability arising from loss events occurring abroad, provided that these are attributable to the performance of the activity insured under this contract.

In the event of a claim in the USA, Mexico, Canada or Japan, the expenses incurred by ARAG Allgemeine for costs will be deducted from the sum insured. Costs include: lawyers' fees, expert fees, witness fees and court costs; expenses incurred to avert or mitigate the loss at the time of or following the occurrence of the insured event; and loss assessment costs, including travel expenses, which are not incurred by ARAG Allgemeine itself. This also applies if the costs were incurred on the instructions of ARAG Allgemeine. Claims for compensation of a punitive nature, in particular punitive or exemplary damages, are excluded from the insurance cover. The insurer's benefits are paid in euros.

2.8 Damage to third-party keys

The insurance cover also extends to the insured organisation's statutory liability arising from damage to third-party keys, transponders and access cards that have been temporarily taken into custody by representatives of an insured organisation in the course of their insured activities. The following costs are insured:

- replacing or modifying locks or locking systems and recoding,
- temporary security measures,
- property protection for up to 14 days

from the time at which the damage to the key was discovered. Further consequential damage resulting from key damage is excluded. The sum insured per claim is €10,000.

A corresponding risk of key loss arising from the misplacement of third-party and own keys is insured in accordance with Part V, Clause 2.12.

2.9 Special risks associated with events

The policy also covers statutory liability arising from insured events

2.9.1 arising from the operation of sales stalls, shooting galleries or similar, provided these are operated under the own management of an insured organisation;

2.9.2 arising from the erection and dismantling of tents by an insured organisation and their management under the organisation's own management. Damage to rented or borrowed tents and their fittings is not covered;

2.9.3 arising from the commissioning of commercial enterprises, for example tent hire companies, catering businesses, sales stalls, shooting galleries or similar. However, the personal statutory liability of the business operators and their employees is excluded from the insurance cover.

2.10 Consortia

If insured events are carried out jointly with uninsured organisations, these are treated as consortia.

The following provisions apply to liability claims arising from participation in working groups, notwithstanding the other terms and conditions of the contract (in particular the sums insured):

2.10.1 ARAG Allgemeine's liability for compensation is limited to the share corresponding to the insured organisations' percentage participation in the consortium. It is irrelevant to which organisation the persons or property causing the damage belong.

2.10.2 Liability claims for damage to property contributed to the consortium by the individual organisations or procured by the consortium are excluded from the insurance cover, regardless of who caused the damage.

2.10.3 Claims between the partners of the consortium, as well as claims by the consortium against the partners and vice versa, are also excluded.

2.11 Fireworks

The policy also covers statutory liability arising from the setting off of fireworks and the use of firecrackers, mortars and sound cannons during insured events in accordance with Section A, Part I.

2.12 Damage to rented property

The statutory liability of the insured is also covered

2.12.1 notwithstanding clauses 4.1.3 and 4.2.13, for damage to third-party property (including buildings/premises and their fixtures and fittings) which is used by insured organisations or their bodies or supervisors on the basis of loan, hire or lease, or which is otherwise taken into their care;

- 2.12.2 Notwithstanding clauses 4.1.2 and 4.1.3, this covers damage to buildings and/or premises (but not to furnishings, sports equipment and the like) that have been borrowed, leased or rented (but not leased under a finance lease) for the purposes of the club, and all resulting financial losses caused by tap water and waste water.
- 2.12.3 Claims arising from damage caused by fire and/or explosion remain excluded. Damage caused by fire and/or explosion is deemed to be damage caused by environmental factors. Insurance cover is provided under the environmental liability insurance in accordance with Part III, clause 1.1.
- 2.12.4 Claims are also excluded
- 2.12.4.1 arising from damage caused by mould growth;
- 2.12.4.2 arising from wear and tear;
- 2.12.4.3 for damage to motor vehicles and trailers, with the exception of third-party trailers in accordance with clause 2.4.2.5.
- 2.13 Air sports/drones
The insured person's statutory liability is covered
- 2.13.1 arising from the permitted use, not subject to authorisation or approval, of unmanned aircraft and model aircraft with a take-off weight of up to four kilograms (for aircraft and model aircraft registered before 30 April 2021 with a take-off weight of up to five kilograms) without jet, rocket or similar propulsion, during insured events, activities and undertakings. For the purposes of this clause, "permitted" also includes use which, due to unforeseen external factors (e.g. gusts of wind, signal interference) or as a result of simple negligence (e.g. the pilot losing their bearings), unintentionally leads to a deviation from legal requirements, provided that the operation would otherwise have been lawful in its nature and execution.
- Also covered are liability claims brought against the insured parties for damage caused by the permitted use—not requiring authorisation or approval—of unmanned aircraft and model aircraft with a flight weight of four kilograms (for aircraft and model aircraft registered before 30 April 2021 with a flight weight of five kilograms) without jet, rocket or similar propulsion, caused by third parties commissioned by insured organisations during insured events, undertakings and activities
- Liability claims brought against the insured parties for damage caused by unmanned aircraft or model aircraft operated by other third parties during insured events, undertakings and activities remain covered.
- Insured persons are required to familiarise themselves with the applicable legal provisions and regulations governing the use of the aforementioned aircraft or model aircraft. In this respect, insurance claims by insured persons who have caused the damage through wilful non-compliance with the aforementioned regulations are excluded from cover. Known non-compliance is deemed to have occurred if insured persons have caused the damage by breaching the aforementioned regulations out of ignorance, even though it would have been possible to acquaint themselves with these regulations readily and reasonably prior to the use of the unmanned aircraft or model aircraft.
- 2.13.2 arising from the operation of airfields for gliding, including aircraft towing and motor gliders, as well as for microlight aircraft, hang gliders, paragliders and the operation of model aircraft;
- 2.13.3 from the ownership and operation of launch winches for gliders, microlight aircraft, hang gliders and paragliders, as well as model aircraft, excluding damage to the towed aircraft;
- 2.14 Member clubs of the Sports Shooting Association are also covered by statutory liability insurance
- 2.14.1 arising from the conduct of courses on the reloading of sporting cartridges for the purpose of obtaining an explosives licence.
A prerequisite for the granting of insurance cover during the practical demonstration of the reloading of sporting cartridges is that the teaching and supervisory staff comply with the official regulations on the handling of gunpowder and that course participants follow the instructions of the teaching and supervisory staff without reservation;
- 2.14.2 for the officially approved, non-commercial reloading of sporting cartridges for firearms that are permitted under the regulations of the relevant sports association for the sporting disciplines recognised by it.
Liability claims arising from the faulty manufacture of self-made cartridges are only covered if the person commissioned by the club to carry out the manufacture holds the prescribed explosives licence;
- 2.14.3 arising from the officially authorised storage of gunpowder in association/club premises and in the homes of association/club members for association/club purposes.

3. Coverage

- 3.1 The insurance cover includes the assessment of liability issues, the defence against unjustified claims and the indemnification of the insured against justified claims for damages.
Liabilities for damages arise where the insured person is obliged to pay compensation by virtue of law, a final judgment, an admission of liability or a settlement, and ARAG Allgemeine is thereby bound. Admissions and settlements made or concluded by the insured person without the consent of ARAG Allgemeine shall only be binding on ARAG Allgemeine to the extent that the claim would have existed even without such admission or settlement.
If the insured person's liability to pay damages is established with binding effect on ARAG Allgemeine's obligation to pay, ARAG Allgemeine shall indemnify the insured person against the third party's claim within two weeks.
If, in criminal proceedings relating to an incident that may give rise to a liability claim covered by the insurance, ARAG Allgemeine requests or approves the appointment of a defence counsel for the insured, ARAG Allgemeine shall bear the defence counsel's fees in accordance with the scale of fees, or, where applicable, any higher costs specifically agreed with the defence counsel.
If the insured person is required by law to provide security in respect of a pension payable as a result of an insured event, or if the enforcement of a court order has been suspended on condition that security is provided or a deposit is made, ARAG Allgemeine shall be obliged to provide such security or make such a deposit in the insured person's place.
- 3.2 ARAG Allgemeine's compensation payments for each insured event are limited to the agreed sums insured. This also applies where the insurance cover extends to several persons liable for compensation.
Several insured events occurring during the term of the insurance shall be deemed to constitute a single insured event that occurred at the time of the first such event, provided they are based on the same cause or on the delivery of goods with the same defects.
- 3.3 If, in the event of a claim, a legal dispute arises between the insured and the injured party or their legal successor regarding the claim, ARAG Allgemeine shall conduct the legal proceedings on behalf of the insured at its own expense.
- 3.4 The costs incurred by ARAG Allgemeine shall not, as a general rule, be set off against the sum insured (see, however, clauses 2.7 and 3.5).
- 3.5 If the justified liability claims arising from an insured event exceed the sum insured, ARAG Allgemeine shall bear the legal costs only in proportion to the sum insured relative to the total amount of the claims.
- 3.6 If the insured person is required to make annuity payments to the injured party and the capital value of the annuity exceeds the sum insured or the remaining balance of the sum insured after deduction of any other benefits arising from the insured event, the annuity payable shall be reimbursed only in proportion to the sum insured or its remaining balance in relation to the capital value of the annuity.
The calculation of the annuity value shall be governed by the relevant provision of the Regulation on Insurance Cover in Motor Vehicle Liability Insurance, in the version in force at the time of the insured event.
When calculating the amount by which the policyholder must contribute to ongoing annuity payments if the present value of the annuity exceeds the sum insured or the remaining sum insured after deduction of other benefits, the other benefits shall be deducted in full from the sum insured.
- 3.7 If ARAG Allgemeine's attempt to settle a liability claim by way of admission, payment or settlement fails due to the insured person's refusal, ARAG Allgemeine shall not be liable for any additional costs arising from such refusal in respect of the principal sum, interest and expenses.

4. Exclusions

- 4.1 The insurance cover does not apply to:
- 4.1.1 Liability claims insofar as they exceed the scope of the insured person's statutory liability on the basis of contractual or special undertakings; this exclusion shall not apply where otherwise provided for elsewhere in this insurance contract.
- 4.1.2 Liability claims arising from property damage caused by
- sewage, insofar as it does not relate to domestic sewage,
 - subsidence of land or landslides,
 - Flooding of standing or flowing waters.

Notwithstanding the above, for fishing and angling clubs affiliated to the relevant trade associations, property damage resulting from the flooding of their own or leased standing waters is deemed to be covered. This extension does not apply to damage to buildings and items permanently owned by the club.

- 4.1.3 Claims for damage to third-party property and all resulting financial losses, where the insured has rented, leased, hired, borrowed or acquired such property through unauthorised interference, or where it is the subject of a special custody agreement. Clause 2.12 (damage to rented property) and Clause 2.8 (damage to third-party keys) remain unaffected by this.
- 4.1.4 Liability claims arising from damage directly or indirectly related to high-energy ionising radiation (for example, alpha, beta and gamma rays emitted by radioactive substances, as well as neutrons or radiation generated in particle accelerators) and to laser and maser beams.
- 4.1.5 Liability claims arising from damage attributable to
- 4.1.5.1 genetic engineering work,
- 4.1.5.2 genetically modified organisms (GMOs),
- 4.1.5.3 products that
- contain components derived from GMOs;
 - or produced from or with the aid of GMOs.
- 4.2 No cover is provided for claims
- 4.2.1 arising from damage to third-party property and all resulting financial losses, if they
- 4.2.1.1 arise from a professional activity of the insured persons in relation to such property (processing, repair, transport, testing and the like); in the case of immovable property, this exclusion applies only to the extent that such property or parts thereof were directly affected by the activity;
- 4.2.1.2 arise from the insured persons' use of such property in the course of their professional activities (as tools, aids, storage surfaces and the like); in the case of immovable property, this exclusion applies only to the extent that such property or parts thereof were directly affected by such use;
- 4.2.1.3 arise from the insured person's professional activities and where these items – or, in the case of immovable property, parts thereof – were located within the immediate sphere of influence of the activity; this exclusion does not apply if the insured person proves that, at the time of the activity, they had taken obviously necessary precautions to prevent damage.
- 4.2.1.4 This exclusion clause does not apply to claims by third parties arising from the activities of the insured organisation's commercial staff (e.g. caretakers, cleaning staff, groundskeepers).
- 4.2.2 for the performance of contracts, subsequent performance, performance by the insured, withdrawal, reduction, or compensation in lieu of performance;
- 4.2.3 for damage caused in the course of carrying out the rectification;
- 4.2.4 due to the loss of use of the subject matter of the contract or due to the failure to achieve the result owed under the contractual performance;
- 4.2.5 for compensation for futile expenditure incurred in reliance on proper performance of the contract;
- 4.2.6 for compensation for financial loss due to delay in performance;
- 4.2.7 for other substitute performance in lieu of performance.
The exclusions set out in clauses 4.2.1 to 4.2.7 shall also apply in the case of statutory claims;
- 4.2.8 against the insured persons in their capacity as owners, possessors, keepers or drivers of a motor vehicle, aircraft or watercraft – with the exception of clause 2.4 – for damage caused by the use of the vehicle; Any work carried out by the aforementioned persons on motor vehicles, motor vehicle trailers and watercraft does not constitute use within the meaning of this provision if none of these persons is the keeper or owner of the vehicles and if the vehicles are not put into operation in the course of such work.
If, under these provisions, an insured person is not covered by insurance, this also applies to all other insured persons;
- 4.2.9 for damage to motor vehicles used on behalf of an insured organisation to further the interests of the association;
- 4.2.10 for damage caused by the explosion or fire of substances which the insured organisations or their agents have not handled in accordance with official regulations;
- 4.2.11 for damage to goods held on consignment;

- 4.2.12 arising from the staging of motor sport or aviation events requiring authorisation, even if these are only part of another event that is otherwise insured;
- 4.2.13 loss of property;
- 4.2.14 from the keeping and care of animals – with the exception of clause 2.3;
- 4.2.15 arising from the organisation of uninsured events in accordance with Section A, Part I, paragraph 5;
- 4.2.16 from damage arising from flight operations, in particular from
- 4.2.16.1 the operation and maintenance of airfields with powered flight operations;
- 4.2.16.2 activities (e.g. assembly, maintenance, inspection, overhaul, repair and transport) on aircraft and aircraft parts, including parachutes;
- 4.2.16.3 activities of the officially certified air traffic controller or their delegates;
- 4.2.16.4 activities on and with launch winches;
- 4.2.16.5 the maintenance of balloon launch sites;
- 4.2.17 from claims arising from accidents at work as defined in the Social Security Code (SGB). However, the costs of defending against such claims for damages are also covered;
- 4.2.18 arising from damage caused by asbestos, substances containing asbestos and products containing asbestos;
- 4.2.19 arising from activities as an architect, civil engineer and/or structural engineer;
- 4.2.20 for damage demonstrably attributable to acts of war, other hostile acts of war, riots, civil unrest, general strikes, illegal strikes or directly to orders or measures issued by the authorities. Terrorist attacks are not covered by this exclusion.
- 4.3 The following are excluded from the insurance:
- 4.3.1 Insurance claims by any person who has caused the damage intentionally and unlawfully. In the case of the delivery or manufacture of goods, products or works, knowledge of the defectiveness or harmfulness of the goods and so on shall be deemed equivalent to intent.
- 4.3.2 Liability claims
- 4.3.2.1 between several insured persons under the same insurance contract,
- 4.3.2.2 by legal representatives of persons lacking legal capacity or with limited legal capacity,
- 4.3.2.3 by legal representatives of legal entities governed by private or public law, as well as unincorporated associations,
- 4.3.2.4 by liquidators,
- unless otherwise specified in clause 2.6 (Mutual claims).
- 4.3.3 Liability claims arising from the fact that the insured failed to remedy, within a reasonable period, particularly hazardous circumstances which ARAG Allgemeine could reasonably have demanded and had demanded be remedied. A circumstance which has led to damage is automatically deemed to be particularly hazardous.
- 4.3.4 Liability claims for personal injury arising from the transmission of a disease by the insured, as well as property damage caused by disease in animals belonging to, kept by or sold by the insured, unless the insured acted neither intentionally nor with gross negligence.
- 4.3.5 Liability claims arising from damage caused by environmental impact on soil, air or water (including bodies of water) and all further damage resulting therefrom. However, separate reference is made to the insurance cover under the environmental liability insurance in accordance with Section B, Part III.
- 4.3.6 Claims brought against the insured persons for environmental damage under the Environmental Damage Act or other national implementing legislation based on the EU Environmental Liability Directive (2004/35/EC). This also applies where the insured are held liable by a third party under statutory liability provisions of a private-law nature for reimbursement of the costs incurred as a result of such environmental damage. However, insurance cover remains in force for such claims which, even in the absence of the Environmental Damage Act or other national implementing legislation based on the EU Environmental Liability Directive (2004/35/EC),

could already be asserted against the insured under statutory liability provisions of a private-law nature. However, express reference is made to the insurance cover under environmental damage insurance in accordance with Part IV.

4.3.7 If the conditions of the above exclusions are met in the case of employees, workers, staff, authorised representatives or agents of the insured, insurance cover shall likewise lapse, and this shall apply both to the insured and to any persons co-insured under the insurance contract.

5. Insured Sums

5.1 The sums insured per insured event are:

A lump sum of €20,000,000 per event for personal injury and property damage – and any resulting financial loss. There is no cap on compensation payments for all insured events in a single insurance year or during the term of the insurance contract.

5.2 Notwithstanding clause 5.1, specific sums insured apply to the following risks per incident, subject to the aggregate sum insured specified in clause 5.1:

5.2.1 For damage to rented property in accordance with

- Clause 2.12.1 €500,000
- Clause 2.12.2 €5,000,000

5.2.2 For damage to keys in accordance with

- Clause 2.8 €10,000

5.3 Multiple claims

If there are multiple insurance claims

- arise from the same cause or
- are based on the same causes,

If there is an internal connection between these events – in particular a factual or temporal connection – and the insured person is covered under various sections of this contract, the insurer's compensation under these sections/contracts shall be limited in total to the highest of the sums insured agreed for each insured event in these sections/contracts. In this case, the insured events shall be deemed to have occurred at the time when the first insured event occurred.

III. Environmental Liability Insurance – ARAG Allgemeine Versicherungs-AG

1. Subject matter of the insurance

1.1 The insurance covers the insured persons' civil liability under private law for personal injury and property damage, as well as any consequential financial loss, arising from environmental impact where this is caused by substances, vibrations, noise, pressure, radiation, gases, vapours, heat or other phenomena which have spread into the soil, air or water (including bodies of water). No cover is provided if this environmental impact arises or has arisen from installations or activities falling under Clause 2.

The exclusion of damage caused by waste water in accordance with Part II, Clause 4.1.2 does not apply. Contrary

to Part II, Clause 4.1.3, statutory liability is included

1.1.1 in respect of damage to third-party movable property and fixtures used by insured organisations or their bodies or supervisors on the basis of a loan, hire or lease, or otherwise taken into their care;

1.1.2 for damage to buildings and/or premises – but not to land – that are rented, leased, borrowed or otherwise taken into custody, caused by fire and/or explosion, and all resulting financial losses.

In addition, for claims under the Water Resources Act (WHG) as set out in clause 1.2.1, the direct and indirect consequences (personal injury, property damage and financial loss) of changes to the physical, chemical or biological properties of a body of water, including groundwater (water damage), are also covered. Financial losses arising from the infringement of rights of appropriation, the right to established and operating commercial enterprises, or water law usage rights or authorisations are also covered. These are treated as property damage.

Coverage also applies if stored substances enter the soil, air or water (including bodies of water) whilst being used in close proximity to and in connection with insured installations, without having been introduced or discharged into them.

The insurance cover also extends to liability for damage to a third party arising from substances entering waste water and, via this, entering water bodies.

In all other respects, the provisions of the liability insurance under Part II apply, unless otherwise specified in this Part.

- 1.2 The insurance covers the statutory civil liability of the insured under private law arising from
- 1.2.1 facilities within the meaning of the WHG intended for the manufacture, processing, storage, disposal, transport or discharge of substances harmful to water, as well as from the use of these stored substances (WHG facilities).
- 1.2.2 other facilities, operational equipment and activities on the insured's own or third-party premises, provided they do not fall under clause 2 (general environmental risk).
- 1.2.3 The design, manufacture, delivery, installation, dismantling, repair and maintenance of plant in accordance with sections 1.2.1 and 1.2.2 as well as 2.1 and 2.2, or parts clearly intended for such installations, where the insured organisation is not itself the owner of the installation (environmental recourse risk).
Insurance cover is provided for damage caused by waste water even if it is not domestic waste water.
Expenses incurred prior to the occurrence of the insured event shall be reimbursed by ARAG Allgemeine in accordance with Clause 4, provided that the owner of the plant may have recourse claims against the insured parties.
- 1.2.4 Wastewater treatment plants or the direct or indirect introduction or discharge of substances into a body of water, or any impact on a body of water such that the physical, chemical or biological properties of the water are altered (wastewater treatment plant and impact risk);

Oil, petrol, grease and amalgam separators.

Insurance cover is provided for damage caused by wastewater even if it is not domestic wastewater.
- 1.2.5 Small containers up to 500 litres/kilograms per individual container, provided that the total quantity of all individual containers does not exceed 5,000 litres/kilograms per business premises or sports facility/event venue.
- 1.2.6 Operating materials in motor vehicles and machinery not subject to compulsory insurance.

2. Limitation of risk

Liability for environmental damage arising from

- 2.1 installations in accordance with Annex 1 or 2 to the Environmental Liability Act (UmweltHG installations),
- 2.2 installations which, under environmental protection regulations, are subject to an approval or notification requirement, provided they are not WHG or UHG installations (other installations subject to declaration).

3. Insured event

An insured event is the verifiable initial determination of personal injury (death, injury or injury to human health), damage to property (damage to or destruction of property) or financial loss co-insured in accordance with clause 1.1, caused by the injured party, another third party or the insured. The insured event must have occurred whilst the insurance was in force. It is irrelevant whether, at that time, the cause or extent of the damage or the possibility of bringing liability claims was already apparent (principle of manifestation).

Notwithstanding this, the insured event pursuant to Clause 1.1, paragraph 4 (WHG plant risk) shall be deemed to have occurred at the time when water-polluting substances first entered a body of water (principle of the occurrence of the loss event).

4. Expenses incurred prior to the occurrence of an insured event and insured costs

- 4.1 ARAG Allgemeine will reimburse, even if no insured event has occurred,

- following a disruption to operations or
- or as a result of an official order,

the insured party's expenses for measures taken to avert or mitigate personal injury, property damage or financial loss otherwise inevitably occurring and covered under clause 1.1. The determination of the business interruption or the official order must fall within the period of validity of the insurance, with the earlier of the two dates being decisive.

- 4.2 Expenses arising from official orders within the meaning of clause 4.1 shall be covered under the conditions set out therein, irrespective of whether the measures are carried out by the insured person or by the authority acting in lieu of the insured person.
- 4.3 Within the limits of the total amount agreed for expenses under Clause 4, the insured person shall be fully reimbursed for the expenses provided that he
- 4.3.1 has immediately notified ARAG Allgemeine of the occurrence of such a disruption to operations or of an official order and has done everything necessary to limit the expenses to the extent that is necessary and objectively appropriate to prevent the loss from occurring or to mitigate the extent of the loss, and, at the request of ARAG Allgemeine, has lodged an objection to official orders within the prescribed time limit, or
- 4.3.2 has coordinated the measures with ARAG Allgemeine. If, depending on the circumstances of the individual case, such coordination is not possible in time, ARAG Allgemeine shall reimburse the expenses which the insured person was entitled to consider necessary under the circumstances.
- 4.4 If the insured person intentionally breaches any of the obligations set out in clause 4.3, expenses will only be reimbursed to the extent that the measures were necessary and objectively appropriate to prevent the loss from occurring or to minimise the extent of the loss. If the insured person breaches any of the obligations set out in clause 4.3 through gross negligence, ARAG Allgemeine shall be entitled to reduce any expenses exceeding those that were necessary and objectively appropriate in a proportion corresponding to the severity of the insured person's fault; the burden of proof for the absence of gross negligence shall lie with the insured person. Notwithstanding sentences 1 and 2, ARAG Allgemeine remains obliged to reimburse any expenses exceeding those that are necessary and objectively appropriate, provided that the breach of the obligation is not the cause of the extent of ARAG Allgemeine's obligation to pay benefits.
- 4.5 Expenses are covered up to a total of €250,000 per business interruption or official order per insurance year, subject to the agreed sum insured and the annual maximum indemnity, but not exceeding €500,000 in total. The insured must bear 10 per cent of the expenses themselves, up to a maximum of €1,000.
If damage occurs despite the measures having been taken, the expenses reimbursed by ARAG Allgemeine will be deducted from the sum insured applicable to the claim, unless the reimbursement of these expenses has actually reduced the compensation paid for claims within the annual maximum compensation limit of a previous insurance year.
- 4.6 In any event, expenses – even where they overlap with expenses within the meaning of clause 4.1 – incurred for the maintenance, repair, renewal, retrofitting, inspection or refurbishment of the insured's business premises, land or property (including rented, leased and similar items) are not recoverable; including those that were previously owned or in the possession of the insured.
However, such expenses shall be reimbursed if they are incurred to avert or mitigate personal injury, property damage or financial loss co-insured under clause 1.1 that would otherwise be unavoidable, provided that the insured's business premises, land or property not affected by environmental impact must be compromised. Any resulting increase in value shall be deducted.
- 4.7 The following applies by way of derogation to insured events under Clause 1.1, Paragraph 4 (WHG plant risk):
- 4.7.1 This covers – even where there is no risk of, or occurrence of, water damage – damage to the insured party's immovable property caused by substances harmful to water escaping from the installation in a manner contrary to its intended use. This also applies where the substances gradually penetrate the property. The insurer shall reimburse the costs of restoring the property to the condition it was in prior to the occurrence of the damage. Any resulting increase in value shall be deducted. Damage to the plant itself is excluded.
- 4.7.2 Expenses, including unsuccessful ones, which the insured parties could reasonably have deemed necessary in the event of a claim to avert or mitigate the damage (rescue costs), as well as costs for out-of-court expert opinions, shall be borne by the insurer.
- 4.7.3 Rescue costs and costs for out-of-court expert opinions incurred on the insurer's instructions shall be reimbursed even if, when added to the compensation, they exceed the total amount of compensation. The insurer's approval of measures taken by the insured or third parties to avert or mitigate the loss shall not be deemed to constitute an instruction from the insurer.
- 4.7.4 Reimbursement of expenses is limited to a maximum of €5,000,000 per insured event.
5. Uninsured events
- The following are not insured
- 5.1 arising from damage that had already occurred at the start of the contract;

- 5.2 arising from damage caused by environmental impacts that are unavoidable, necessary or accepted due to operational reasons.
This does not apply if the insured party provides evidence that, given the state of the art at the time of the environmental impacts causing the damage and the circumstances of the individual case, they were not required to recognise the possibility of such damage;
- 5.3 in respect of damage arising from the insured organisation acquiring or taking possession, after the commencement of the insurance policy, of land which was already affected by environmental contamination at that time, unless the insured organisation can prove that, at the time of acquisition, it had the land professionally tested and, based on the results and objective criteria, was able to conclude that the land was free from environmental impacts or that any existing environmental impacts were harmless;
- 5.4 in respect of damage arising from the ownership, possession or operation of waste disposal facilities, in particular landfills and composting plants;
- 5.5 for damage caused by products manufactured or supplied by the insured, by works or other services after performance of the service or completion of the works (product liability). This exclusion does not apply to the environmental recourse risk (Clause 1.2.3);
- 5.6 in respect of damage caused by waste that is knowingly transported, temporarily stored, permanently disposed of or otherwise disposed of without the permission of the owner of the final disposal facilities or installations, or in breach of the conditions and instructions issued by the owner of the final disposal facilities or installations or their staff. Where the insured organisation uses a third party for waste disposal, this exclusion shall not apply if the insured party has not acted with intent or gross negligence in the selection or supervision of the third party;
- 5.7 against insured parties who cause damage by deliberately deviating from laws, regulations or official orders or directives addressed to the insured party which serve to protect the environment;
- 5.8 against insured persons who cause damage by deliberately failing to follow the manufacturer's guidelines or instructions for use, regular checks, inspections or maintenance, or by deliberately failing to carry out necessary repairs;
- 5.9 for damage attributable to
- 5.9.1 genetic engineering work,
- 5.9.2 genetically modified organisms (GMOs),
- 5.9.3 products that
- contain components derived from GMOs
 - or produced from or using GMOs;
- 5.10 in respect of mining damage (within the meaning of Section 114 of the Federal Mining Act (BergG)), in so far as it concerns damage to land, its components and appurtenances;
- 5.11 for damage resulting from changes in the groundwater reservoir or its flow behaviour;
- 5.12 due to damage demonstrably resulting from acts of war, other hostile acts, riots, civil unrest, general strikes, illegal strikes or directly from orders or measures issued by the authorities; the same applies to damage caused by force majeure, insofar as natural forces have been at work. This exclusion does not cover damage resulting from terrorist attacks;
- 5.13 for damage caused by the insured persons or a person appointed or commissioned by them through the use of a motor vehicle, motor vehicle trailer or watercraft, or for which they are held liable as the keeper or owner of a watercraft. This exclusion does not apply to insured vehicles in accordance with Part II, Section 2.4.
If, under these provisions, an insured person is not covered by insurance, this shall also apply to all other insured persons. Any work carried out by the persons referred to in paragraph 1 on a motor vehicle, motor vehicle trailer or watercraft does not constitute use within the meaning of this provision if none of those persons is the keeper or owner of the vehicle and if the vehicle is not put into service in the course of such work;
- 5.14 in respect of damage caused by the insured persons or by a person appointed or commissioned by them through the use of an aircraft, or for which they are held liable as the keeper or owner of an aircraft. This exclusion does not apply to insured aircraft as defined in Part II, clause 2.13.1.
If, under these provisions, no cover is provided for one insured person, this shall also apply to all other insured persons.

Liability arising from

- 5.14.1 the design or construction, manufacture or supply of aircraft or parts for aircraft, insofar as the parts were clearly intended for the construction of aircraft or for installation in aircraft,
- 5.14.2 activities (e.g. assembly, maintenance, inspection, overhaul, repair, transport) on aircraft or aircraft parts,
namely in respect of damage to aircraft, to property carried on board, to passengers, and in respect of other damage caused by aircraft.
- 5.15 for damage attributable to asbestos, substances containing asbestos or products containing asbestos.
6. Insured Sums/Maximums/Serial Loss Clause
- 6.1 The sum insured per claim is a flat rate of 20,000,000 euros.
There is no cap on compensation payments for all insured events in a single insurance year or during the term of the insurance contract.
- 6.2 Notwithstanding clause 6.1, special sums insured apply to the following risks per event within the flat-rate sum insured specified in clause 6.1:
- 6.2.1 For damage to rented property in accordance with
- Clause 1.1.1 €500,000
 - Clause 1.1.2 5,000,000 euros
- 6.2.2 For costs incurred in the event of a spill of water-polluting substances in accordance with
- Clause 4.7 €5,000,000
- 6.3 The stated sum insured constitutes the maximum limit for each claim in respect of the scope of cover provided by ARAG Allgemeine.
- This also applies if the insurance cover extends to several persons liable for compensation. Multiple insured events occurring during the term of the insurance
- 6.3.1 caused by the same environmental impact;
- 6.3.2 caused by several environmental impacts directly attributable to the same cause or directly to the same causes, provided there is an intrinsic connection between the causes, particularly in terms of substance and time,
- shall, irrespective of their actual occurrence, be deemed to constitute a single insured event, which shall be deemed to have occurred at the time of the first of these insured events.
- 6.4 Multiple insured events
If there are several insured events which
- are based on the same cause or
 - arise from the same causes,
- if there is an intrinsic connection between them, in particular a factual and temporal connection, and the insured person is covered under various sections of this contract, the insurer's compensation under these sections/contracts shall be limited in total to the highest of the sums insured agreed for each insured event in these sections/contracts. In this case, the insured events shall be deemed to have occurred at the time when the first insured event occurred.
7. Extended liability
- 7.1 If the insurance contract is terminated due to the complete or permanent cessation of the insured risk or by notice of termination given by ARAG Allgemeine or the SBR, insurance cover shall continue to apply to such personal injury, property damage or financial loss co-insured in accordance with clause 1.1 which occurred during the term of the insurance but had not yet been ascertained at the time of termination of the insurance contract, subject to the following provision:
- 7.1.1 The insurance cover shall apply for a period of five years from the date of termination of the insurance contract.

- 7.1.2 Insurance cover shall apply for the entire period of extended liability within the scope of the insurance cover applicable at the time of termination of the insurance relationship, namely up to the amount of the unused portion of the sum insured for the insurance year in which the insurance relationship ends.
- 7.2 Clause 7.1 applies mutatis mutandis in the event that an insured risk ceases to exist in part during the term of the insurance policy, provided that the date on which the insured risk ceases to exist is taken as the relevant date .
8. Insured events abroad
- This also includes insured events occurring abroad which are attributable to the operation of a facility located in Germany or to an activity in Germany within the meaning of clauses 1.1 and 1.2. This applies to activities within the meaning of clause 1.2.3 only if the facilities or parts were not clearly intended for use abroad.

IV. Environmental damage insurance – ARAG Allgemeine Versicherungs-AG

1. Subject matter of the insurance
- 1.1 The insurance covers the insured organisations' statutory obligations under public law, as set out in the Environmental Damage Act (USchadG), to remediate environmental damage.
The insurance cover includes the assessment of the legal obligation, the defence against unjustified claims and the indemnification of the insured against justified remediation and cost-bearing obligations towards the authorities or any other third party. Remediation and cost-bearing obligations are justified if the insured party is obliged to carry out remediation and bear costs by virtue of law, a final judgment, an admission of liability or a settlement, and the insurer is thereby bound (please also refer to Section C, Part II, clauses 2.4 to 2.6).
- Environmental damage is
- damage to protected species and natural habitats,
 - damage to water bodies,
 - damage to the soil.
- 1.2 Coverage also applies if the insured parties are held liable by a public authority or any other third party for reimbursement of the costs of remediation measures or obligations of the type mentioned above. It is irrelevant whether the insured parties are held liable under public or private law.
- However, there is no insurance cover under Section B, Part IV. (Environmental Damage Insurance) does, however, apply to claims made against the insured persons which could already be asserted against them under statutory liability provisions of private law, even without the existence of the Environmental Damage Act or other national implementing legislation based on the EU Environmental Liability Directive (2004/35/EC). Insurance cover for such claims exists exclusively to the extent of Part II. (Liability Insurance) and Part III. (Environmental Liability Insurance).
- 1.3 The insurance cover extends to the following risks and activities:
- 1.3.1 Installations within the meaning of the Water Resources Act (WHG) which are intended for the production, processing, storage, disposal, transport or discharge of substances harmful to water, as well as the use of such stored substances (WHG installations);
- 1.3.2 Other plant and equipment, operational facilities, and activities carried out on the insured's own or third-party premises, provided they are not covered by clause 2 (general environmental risk);
- 1.3.3 Manufacture or supply of products not covered by the environmental recourse risk under clause 1.3.4, after they have been placed on the market (environmental product risk);
- 1.3.4 Planning, manufacture, delivery, assembly, dismantling, repair and maintenance of installations as per clauses 1.3.1 and 1.3.2, as well as 2.1 and 2.2, or parts clearly intended for such installations, where the insured organisation is not itself the owner of the installation (environmental recourse risk);
- 1.3.5 Wastewater treatment plants or the direct or indirect introduction or discharge of substances into water or the impact on water in such a way that the physical, chemical or biological properties of the water are altered (wastewater treatment plant and impact risk);
- 1.3.6 Oil, petrol, grease and amalgam separators;

- 1.3.7 Insurance cover applies to damage caused by wastewater even if it is not domestic wastewater;
- 1.3.8 Small containers up to 500 litres/kilograms per individual container, provided that the total quantity of all individual containers does not exceed 5,000 litres/kilograms per business premises or sports facility/event venue;
- 1.3.9 Operating materials in motor vehicles and machinery not subject to compulsory insurance.
- 1.4 Vehicles
The policy covers the statutory liability of the insured organisations for damage arising from the keeping, ownership and use of the following vehicles not subject to compulsory insurance:
- 1.4.1 motor vehicles used exclusively on non-public roads and areas, regardless of their maximum design speed;
- 1.4.2 Motor vehicles with a maximum design speed of no more than 6 km/h;
- 1.4.3 forklift trucks and forklift trucks with a maximum design speed of no more than 20 km/h;
- 1.4.4 self-propelled machinery with a maximum design speed of no more than 20 km/h;
- 1.4.5 Motor vehicle trailers that are not subject to registration or that are only used on non-public roads and areas.
- 1.4.6 Pacemaker machines for stayer races on approved cycle tracks, within the confines of the tracks and on routes covered under their own power between the event venue and the transport vehicle.
- 1.4.7 Motor racing vehicles are not covered by the insurance.
- 1.4.8 The vehicles mentioned may only be used by an authorised driver. An authorised driver is a person who is permitted to use the vehicle with the knowledge and consent of the person authorised to dispose of it.
The driver of the vehicle may only use the vehicle on public roads or in public places if they hold the necessary driving licence.
Express reference is made to the legal consequences in the event of a breach of the obligations set out in Section C, Part III.
The insurance also covers statutory liability arising from the occasional loan of the insured vehicles to persons outside the club.
- 1.5 The insurance cover also extends to increases in the insured risks and activities resulting from amendments to existing legislation or the enactment of new legislation, provided that such legislation is based on the EU Environmental Liability Directive (2004/35/EC) and does not relate to provisions on the obligation to provide insurance or cover.
2. Risk limitation
No insurance cover is provided for liabilities or claims arising from environmental damage caused by
- 2.1 facilities listed in Annex 1 or 2 to the Environmental Liability Act (UmweltHG);
- 2.2 facilities which, under environmental protection regulations, are subject to a permit or notification requirement , provided they are not facilities covered by the WHG or UHG (other facilities subject to declaration).
3. Operational disruption
- 3.1 Insurance cover applies exclusively to environmental damage that is the direct consequence of a sudden and accidental disruption to the sports facilities/premises of the insured organisations, or any other disruption to the normal operations of the insured organisation or a third party, occurring during the term of the insurance contract (operational disruption).
- 3.2 Even in the absence of an operational fault, insurance cover is provided under Clause 1.3.3 for environmental damage caused by manufactured or supplied products. The same applies under Clauses 1.3.1 and 1.3.2 to environmental damage caused by the storage, use or other handling of third-party products within the meaning of Clause 1.3.3. Insurance cover under the first and second sentences applies exclusively where the environmental damage is attributable to a design, manufacturing or instruction fault in these products. However, no insurance cover applies if, at the time the products were placed on the market, the fault could not have been detected according to the state of the art (development risk).

4. Insured event

An insured event is the verifiable initial determination of environmental damage by the insured, the competent authority or any other third party. The insured event must have occurred whilst the insurance was in force. It is irrelevant whether, at that time, the cause or extent of the damage or an obligation to carry out remediation measures was already apparent.

5. Expenses incurred prior to the occurrence of the insured event and insured costs

5.1 The insurer shall reimburse these, even if an insured event has not yet occurred,

5.1.1 for the insurance under clauses 1.3.1, 1.3.2 and 1.3.5 following an operational disruption affecting the insured or third parties – in the cases referred to in clause 3.2, also following an official order even in the absence of an operational disruption.

5.1.2 for the insurance under clause 1.3.3 following an operational disruption affecting third parties – in the cases referred to in clause 3.2, also following an official order without the existence of an operational disruption,

5.1.3 for the insurance under clause 1.3.4 following an operational disruption affecting third parties,

5.1.4 for the insurance under clauses 1.3.6 and 1.3.7 following an operational disruption affecting the insured party, Expenses incurred by the insured – or, where insured, by the third party in accordance with clauses 5.1.1 to 5.1.3 – for measures to avert or mitigate environmental damage that would otherwise be unavoidable. The determination of the operational disruption or the official order must fall within the period of validity of the insurance, with the earlier of the two dates being decisive.

5.2 Expenses arising from operational disruptions or official orders within the meaning of clause 5.1 shall be covered under the conditions set out therein, irrespective of whether the measures are carried out by the insured person or by the authorities by way of substitute performance.

5.3 Within the limits of the total amount agreed for expenses under clause 5, the insured person shall be fully reimbursed for the expenses if he

5.3.1 has immediately notified the insurer of any such disruption to operations or of any official order, and has done everything necessary to limit the expenditure to the extent that is necessary and objectively appropriate to prevent the loss from occurring or to minimise the extent of the loss, and, at the insurer's request, has lodged an objection to official orders within the prescribed time limit

or

5.3.2 has agreed on the measures with the insurer. If, in the circumstances of the individual case, it is not possible to reach an agreement in time, the insurer shall reimburse the expenses which the insured person could reasonably have considered necessary under the circumstances.

5.4 If the insured person intentionally breaches any of the obligations set out in clause 5.3, expenses will only be reimbursed to the extent that the measures were necessary and objectively appropriate to prevent the loss from occurring or to minimise the extent of the loss. If the insured person breaches any of the obligations set out in clause 5.3 through gross negligence, the insurer shall be entitled to reduce any expenses exceeding those that were necessary and objectively appropriate in a proportion corresponding to the severity of the insured person's fault; the burden of proof for the absence of gross negligence shall lie with the insured person. Notwithstanding sentences 1 and 2, the insurer remains obliged to reimburse any expenses exceeding those that are necessary and objectively appropriate, provided that the breach of the obligation is not the cause of the extent of the insurer's obligation to pay benefits.

5.5 Expenses are reimbursed within the agreed sum insured up to a total of €250,000 per business interruption or official order. The maximum reimbursement per insurance year is €500,000. The insured organisation must bear 10 per cent of the expenses itself, subject to a maximum of €1,000.

If damage occurs despite the measure having been implemented, the expenses reimbursed by the insurer shall be set off against the sum insured applicable to the insured event, unless the reimbursement of these expenses has actually reduced the compensation payable for insured events within the scope of the annual maximum compensation limit of a previous insurance year.

5.6 In any event, the following expenses are not recoverable – even where they overlap with expenses within the meaning of clause 5.1 –: expenses incurred for the maintenance, repair, retrofitting, securing or refurbishment of business premises, land or property (including rented, leased or similar property) belonging to the insured organisation; This also applies to those that were previously owned or in the possession of the insured organisation, and to those that the insured organisation has manufactured or supplied. However, such expenses shall be reimbursed if they are incurred to prevent or mitigate an otherwise unavoidable insured environmental damage, provided that unaffected business premises, land or property of the insured organisation do not have to be compromised. Any resulting increase in value shall be deducted.

- 5.7 The following costs are insured to the extent specified in clause 7.1, including necessary costs for experts, surveyors, solicitors, witnesses, administrative proceedings and court costs
- 5.7.1 for the remediation of damage to protected species, natural habitats or water bodies:
- 5.7.1.1 The costs of 'primary remediation', i.e. remediation measures that restore the damaged natural resources and/or impaired functions to their original state, or as close to it as possible;
- 5.7.1.2 the costs of 'supplementary remediation', i.e. remediation measures relating to natural resources and/or functions, intended to compensate for the fact that primary remediation does not lead to the full restoration of the damaged natural resources and/or functions;
- 5.7.1.3 the costs of 'compensatory restoration', i.e. the activities undertaken to compensate for interim losses of natural resources and/or functions that arise from the time the damage occurs until the time when the primary restoration has taken full effect. 'Interim losses' are losses attributable to the fact that the damaged natural resources and/or functions are unable to fulfil their ecological roles or their function for other natural resources until the primary or supplementary remediation measures have taken full effect.
- 5.7.2 for the remediation of soil damage:
The costs of the necessary measures, which must at least ensure that the pollutants in question are removed, controlled, contained or reduced, so that the contaminated land no longer poses a significant risk to human health, taking into account its current or authorised future use at the time of the contamination.
6. Uninsured events
- The following claims are not insured
- 6.1 arising from damage that had already occurred at the start of the contract.
- 6.2 arising from damage caused by operationally unavoidable, necessary or accepted environmental impacts.
This does not apply if the insured party provides evidence that, given the state of the art at the time of the environmental impacts causing the damage and the circumstances of the individual case, they were not required to recognise the possibility of such damage.
- 6.3 in respect of damage arising from the insured organisation acquiring or taking possession, after the commencement of the insurance policy, of land which was already affected by environmental contamination at that time, unless the insured organisation can prove that, at the time of acquisition, it had the land professionally sampled and, based on the results and objective criteria, was able to conclude that the land was free from environmental impacts or that any existing environmental impacts were harmless.
- 6.4 in respect of damage arising from the ownership, possession or operation of waste disposal facilities, in particular landfills and composting plants.
- 6.5 insofar as these claims are directed against persons who have caused the damage by placing products on the market or carrying out work or providing other services whilst being aware of their defectiveness or harmfulness.
- 6.6 for damage caused by waste which is knowingly transported, temporarily stored, permanently stored or otherwise disposed of without the permission of the owner of final disposal facilities or installations, or in breach of the conditions and instructions of the owner of such facilities or installations or their staff. Where the insured party uses a third party for waste disposal, this exclusion shall not apply if the insured party has not acted with intent or gross negligence in the selection or supervision of the third party.
- 6.7 against insured persons who cause damage by deliberately failing to comply with laws, regulations or official orders or directives addressed to the insured persons which serve to protect the environment.
- 6.8 against insured persons who cause damage by deliberately failing to comply with the manufacturer's guidelines or instructions for use, regular checks, inspections or maintenance required by the state of the art, or by deliberately failing to carry out necessary repairs.
- 6.9 for damage attributable to
- 6.9.1 genetic engineering work,
- 6.9.2 genetically modified organisms (GMOs),

- 6.9.3 Products that
- contain ingredients derived from GMOs
 - or produced using GMOs.
- 6.10 due to mining damage (within the meaning of Section 114 of the Mining Act).
- 6.11 due to damage to groundwater.
- 6.12 due to damage resulting from changes in the groundwater aquifer or its flow behaviour.
- 6.13 due to damage demonstrably caused by acts of war, other hostile acts, insurrection, civil unrest, general strikes, illegal strikes or directly by orders or measures of the authorities; the same applies to damage caused by force majeure, insofar as natural forces have been at work. This exclusion does not cover damage caused by acts of terrorism.
- 6.14 in respect of damage caused by the insured persons or by a person appointed or commissioned by them through the use of a motor vehicle, motor vehicle trailer or watercraft, or for which they are held liable as the keeper or owner of a watercraft. This exclusion does not apply to insured vehicles as defined in clause 1.4 and/or Part II, clause 2.4.
- If, under these provisions, no insurance cover exists for one insured person, this shall also apply to all other insured persons.
- Any work carried out by the persons referred to in paragraph 1 on a motor vehicle, motor vehicle trailer or watercraft does not constitute 'use' within the meaning of this provision if none of these persons is the keeper or owner of the vehicle and if the vehicle is not put into operation in the course of such work.
- 6.15 for damage caused by the insured persons or a person appointed or commissioned by them through the use of an aircraft, or for which they are held liable as the keeper or owner of an aircraft. This exclusion does not apply to insured aircraft in accordance with Part II, clause 2.13.
- If, under these provisions, an insured person is not covered by insurance, this also applies to all other insured persons.
- Liabilities or claims arising from damage caused by aircraft resulting from activities (e.g. assembly, maintenance, inspection, overhaul, repair, transport) on aircraft or their parts are not insured.
- 6.16 arising from damage caused by the manufacture, supply, use or release of sewage sludge, slurry, liquid manure, solid farmyard manure, plant protection products, fertilisers or pesticides, unless these substances enter the environment improperly and unintentionally as a result of sudden and accidental events, or unless these substances are suddenly washed away by rainfall or drift onto other properties not owned by the policyholder.
- 6.17 for damage attributable to asbestos, substances containing asbestos or products containing asbestos.
- 6.18 in respect of damage arising from the professional activities of club members, even if such activities are carried out on behalf of or in the interests of the club. The activity being carried out at the time the damage occurred is decisive. This exclusion does not apply where the activity in question is a professional activity undertaken by a member in connection with care, maintenance or repair work on club facilities.
- 6.19 for damage occurring on land (to soil or water bodies) owned by the insured, which is, was, or is rented, leased, let, borrowed by the insured, or acquired through unlawful appropriation. This also applies insofar as protected species or natural habitats are located there.
- 6.20 all persons who have caused the damage intentionally.
7. Insured Sums/Maximum Cover/Serial Loss Clause
- 7.1 The sum insured per claim is €5,000,000.
There is no cap on compensation payments for all insured events in a single insurance year or during the term of the insurance contract.
- The insurer's expenses for the costs of defending against claims asserted by a third party, both in and out of court, in particular lawyers' fees, expert fees, witness fees and court costs, shall be set off against the sum insured.
- 7.2 The stated sum insured constitutes the upper limit for the insurer's benefit in respect of each insured event.

This also applies if the insurance cover extends to several persons liable for remediation or costs.

Multiple insured events occurring during the term of the insurance

- 7.2.1 caused by the same environmental impact;
- 7.2.2 by several environmental impacts directly attributable to the same cause or causes, where there is an intrinsic connection between those causes, in particular in terms of substance and timing;
- 7.2.3 by the delivery of products with the same defects;
- shall, irrespective of whether they actually occur, be deemed to constitute a single insured event, which shall be deemed to have occurred at the time of the first of these insured events.

7.3 Multiple insured events
If there are several insured events which

- are based on the same cause or
- are based on the same causes,

If there is an internal connection between these events – in particular a factual or temporal connection – and the insured person is covered under various sections of this contract, the insurer's compensation under these sections/contracts shall, in total, be limited to the highest of the sums insured agreed for each insured event in these sections/contracts. In this case, the insured events shall be deemed to have occurred at the time when the first insured event occurred.

8. Extended Liability

8.1 If the insurance relationship ends due to the complete or permanent cessation of the insured risk or through termination by the insurer or the policyholder, insurance cover shall continue to apply to environmental damage which occurred during the term of the insurance but had not yet been identified at the time of termination of the insurance relationship, subject to the following provision:

The insurance cover

- 8.1.1 This applies for a period of five years from the date on which the insurance contract ceases.
- 8.1.2 This cover applies for the entire period of extended liability to the extent of the insurance contract in force at the time of termination of the insurance relationship, namely up to the amount of the unused portion of the maximum annual benefit for the insurance year in which the insurance relationship ends; however, for any individual claim, cover is limited to a maximum of the sum insured for the insurance year in which the insurance relationship ends.
- 8.2 The provision set out in clause 8.1 applies mutatis mutandis in the event that an insured risk ceases to exist in part during the term of the insurance policy, provided that the date on which the insured risk ceases to exist is taken as the relevant date.

9. Insured events abroad

- 9.1 Insured events abroad are covered only if they occur within the scope of the EU Environmental Liability Directive (2004/35/EC) and
- 9.1.1 are attributable to the operation of a plant located in Germany or to an activity in Germany within the meaning of clauses 1.3.1 to 1.3.7. This applies to activities within the meaning of clauses 1.3.3 and 1.3.4 only if the plants, parts or products were not clearly intended for use abroad, or
- 9.1.2 arising from business trips or from participation in sporting events, conferences, trade fairs and markets.
Notwithstanding clause 1.1, cover also extends to obligations or claims under the national implementing legislation of other EU Member States, provided that such obligations or claims do not exceed the scope of the aforementioned EU Directive.
- 9.2 The insurer's benefits are paid in euros.

10. Compensation and remediation claims on own or rented property (Supplementary Module 1)
- 10.1 Notwithstanding Clause 6.19, insurance cover under this contract also extends to liabilities or claims arising from environmental damage in accordance with the Environmental Damage Act
- 10.1.1 to protected species or natural habitats located on land, including water bodies, which are, or were, owned by the insured, or which are, or were, rented, leased, let or borrowed by them;
- 10.1.2 to land which is, was or has been owned, rented, leased, let or borrowed by the insured, insofar as such land poses a risk to human health;
- 10.1.3 to bodies of water (but not groundwater) which are, were or have been owned by the insured person, or which are, were or have been rented, leased, let or borrowed by them.
- 10.1.4 Where this concerns land, soil or water bodies that are or were rented, leased, held on a long-term lease or borrowed by the insured, the last paragraph of clause 1.1 shall not apply if the insured is held liable by a public authority. The same applies if the insured is held liable by any other third party for reimbursement of costs incurred by that party under the Environmental Damage Act on the basis of statutory liability provisions under private law. The insurance cover relates exclusively to land used for the normal and customary operations of the association or club. There is no insurance cover for land which the insured parties acquire or take possession of after 1 January 2026, unless the insured party can prove that, at the time of acquisition, they had the property professionally tested and, based on the results and objective criteria, were able to conclude that the property is free from environmental impacts or that any existing environmental impacts are harmless;
- 10.2 Notwithstanding clause 6.11, cover is also provided for liabilities or claims arising from environmental damage to groundwater under the Environmental Damage Act.
- 10.3 Uninsured events
The exclusions set out in Part IV also apply to this supplementary cover. The following are not insured:
- 10.3.1 Costs arising from the decontamination of soil as a result of fire, lightning strike, explosion, impact or crash of a missile, its parts or its payload occurring on land which is, or was, owned, rented, leased, held on a long-term lease or borrowed by the insured. This also includes the examination or replacement of soil, as well as the transport of soil to a landfill site and the disposal or destruction of soil. Insurance cover for such costs can only be arranged through a corresponding property/fire insurance policy.
- 10.3.2 Liabilities or claims arising from damage caused by underground sewage systems.
- 10.3.3 Liabilities or claims arising from damage for which the insured parties can claim compensation under another insurance policy.
- 10.4 Sums insured/maximum cover/excess
The sum insured and the maximum annual benefit per insured person amount to 500,000 euros within the framework of the 7.1. In the event of a claim, the insured person must bear €1,000 of the costs insured under clause 5.7. In such cases, the insurer is also obliged to assess the legal liability and to defend against unjustified claims.

V. Financial Loss Liability Insurance – ARAG Allgemeine Versicherungs-AG and ERGO Versicherung AG

1. Subject matter of the insurance
- 1.1 Under the terms of this contract, the insured parties are covered in the event that they are held liable by a third party for financial loss (third-party loss) under statutory liability provisions as a result of a breach committed by themselves, an officer or a person for whom they are responsible.
- The insured organisations are also covered for financial loss which they have suffered directly as a result of a negligent breach committed by the co-insured bodies and insured persons, regardless of whether the persons involved are acting in a paid or voluntary capacity (own loss).

Financial losses are losses which are neither personal injury (death, bodily injury or damage to human health) nor property damage (damage, spoilage, destruction or loss of property), nor do they arise from such damage caused by the insured or a person for whom the insured is liable. In particular, money and negotiable instruments are also considered to be property.

1.2 Where an insured organisation takes out insurance on its own behalf, cover shall apply in respect of breaches committed by its officers and other representatives, insofar as the organisation is legally liable for such breaches, provided that any subjective circumstances relating to the person who committed the breach, which affect the insurance cover, shall be deemed to apply to the insured organisation itself.

1.3 An insured event within the meaning of this contract is a breach which could give rise to liability claims against the insured parties .

2. Benefits

2.1 The insurance covers the consequences of all breaches occurring from the start of the insurance cover until the expiry of the policy.

2.2 If damage is caused by negligent omission, in cases of doubt the breach shall be deemed to have been committed on the date on which the omitted action should at the latest have been taken in order to avert the occurrence of the damage.

2.3 The insurance cover includes the consequences of all breaches committed during the term of the insurance which are reported to the insurers no later than five years after the termination of the insurance contract.

2.4 The insurance cover includes both the defence against unfounded claims and the settlement of justified claims for damages, as well as the indemnification of the insured against justified obligations to pay damages.

2.5 The sum insured represents the maximum amount payable by the insurers – apart from the cost item (see clause 2.7) – in each individual claim. Only a single payment of the sum insured is applicable.

2.5.1 against several persons liable for compensation who are covered by the insurance;

2.5.2 in respect of a single loss arising from several breaches;

2.5.3 in respect of all consequences of a breach. In this context, multiple acts or omissions based on the same or similar source of error shall be deemed a single breach if the matters in question are legally or economically related.

2.6 The insurers shall contribute to any security or deposit required to avert the enforced recovery of the liability sum to the same extent as they contribute to the compensation payment.

2.7 The costs of any liability proceedings pending against the insured party relating to a covered liability claim, as well as any negative declaratory action or intervention brought by the insured party with the insurers' consent in respect of such a claim, shall be borne in full by the insurers. However, the following applies:

2.7.1 If the justified liability claim exceeds the sum insured, the insurers shall bear the fees and flat-rate charges only in accordance with the value class corresponding to the sum insured. In the case of expenses not covered by flat-rate charges, a proportionate distribution between the insurers and the insured person shall apply.

2.7.2 If an insured person represents themselves or is represented by a partner or employee, their own fees will not be reimbursed.

2.8 If the insurers' attempt to settle a liability claim by way of an admission, settlement or compromise, fails due to the insured party's resistance, or if the insurers make available their contractual share to satisfy the injured party, the insurers shall not be liable for any additional costs arising from the refusal or the provision of funds in respect of the principal sum, interest and costs.

2.9 Liability claims for compensation for non-pecuniary damage, in particular arising from the infringement of personal rights, rights to a name, copyright or trade mark rights, are also covered.

2.10 Included in the cover are injunctive relief claims and declarations of cessation subject to penalties brought in connection with an infringement of personality rights, rights to a name, copyright, trade mark rights or other intellectual property, even where these do not constitute claims for damages.

2.11 Statutory liability for financial loss arising from the breach of data protection laws through the misuse of personal data is also covered.

2.12 Within the agreed sum insured, costs of up to €20,000 per claim and a maximum of €500,000 for all incidents in a single insurance year are covered for the replacement of the locking system as a result of the loss of keys, transponders or access cards. The loss of keys, transponders and code cards due to theft, regardless of fault, is also covered.

The following costs are insured:

- replacement or modification of locks or locking systems,
- temporary security measures,
- property protection for up to 14 days, calculated from the time the loss of the key was discovered.

Further consequential damage resulting from the loss of a key (e.g. burglary, vandalism) is excluded.

2.13 Clarification regarding claims for performance/substitute performance
Contractual claims, including those in which compensation is sought in lieu of performance (substitute performance), are covered by the insurance, provided that the claim for compensation is also valid to the same extent under statutory liability provisions without any defence.

3. Exclusions

The insurance cover does not apply to liability claims/damages

3.1 which are asserted before foreign courts outside Europe – this also applies in the case of a domestic enforcement order (Section 722 of the Code of Civil Procedure (ZPO)) –; arising from a breach of or failure to observe foreign law; arising from an activity carried out in a non-European country. The insurance cover does not extend to claims arising from activities carried out by foreign branches

3.2 insofar as they exceed the scope of statutory liability on the basis of a contract or a specific undertaking;

3.3 arising from the exceeding of budgets and credit limits; from the brokering or recommending, whether for reward or not, of financial, property or other commercial transactions;

3.4 arising from cash management shortfalls, breaches of cash handling procedures, or embezzlement by the insured's staff. For details of cover under fidelity insurance, please refer to Part VII;

3.5 which are caused by the insured party's deliberate breach (dolus directus) of a law, regulation, instruction or condition imposed by the principal (authorised party) or by any other deliberate breach of duty. Sentence 1 shall not apply in the event of a breach of the insured organisation's written internal rules (articles of association, rules of procedure, guidelines, shareholders' resolutions, directives, etc.), provided that the insured person made their decision at the time of the breach of duty on the basis of reasonable information and in the best interests of the organisation. If an allegation of a wilful breach of duty is made, insurance cover is provided in the form of defence against unjustified claims for damages by third parties; benefits paid must be reimbursed if the wilful breach of duty is established by a final and binding court decision;

3.6 arising from activities as a director, member of the executive board or supervisory board of private enterprises and as an in-house lawyer;

3.7 arising from work as an architect, civil engineer and/or structural engineer.

4. Sum insured

4.1 The sum insured is €125,000 per claim.

4.2 The insurers' maximum payout for all infringements in a single insurance year is €3,000,000, limited to €500,000 for all breaches relating to the mass distribution of computer programs, the distribution of malicious software/malware such as viruses, worms, Trojans or phishing emails.

5. Shareholding ratio

5.1 Insurer

Lead insurer:

ARAG Allgemeine Versicherungs-AG
ARAG-Platz 1, 40472 Düsseldorf

Participating company:

ERGO Versicherung AG
ERGO-Platz 1, 40198 Düsseldorf

- 5.2 Management
The lead insurer – ARAG Allgemeine – is authorised to receive notifications and declarations of intent from the policyholder on behalf of the participating insurer – ERGO.
- 5.3 Claims handling
Claims are handled by the lead insurer – ARAG Allgemeine.
If there is a close connection with a DSO claim reported in accordance with Part VI (in particular arising from the same set of facts), the claim will be handled by the insurer involved, ERGO.
- 5.4 Litigation
- 5.4.1 The insured organisations referred to in Section A, Part I, Clause 1 shall, in the event of disputes arising from this contract, assert their claims in court only against the lead insurer – ARAG Allgemeine – and only in respect of its share.
- 5.4.2 The co-insurer – ERGO – accepts as binding upon itself the decision against the lead insurer that has become final, as well as any settlements reached by the lead insurer with the insured after the commencement of legal proceedings.
- 5.4.3 If the lead insurer's share does not reach the amount of the appeal or appeal on points of law, the insured is entitled, and upon request by the lead insurer or the co-insurer, obliged to extend the claim to a second insurer until this amount is reached. If this request is not complied with, clause 5.2 shall not apply.
- 5.5 Allocation plan
The sum insured and premiums under this policy are distributed among the insurance companies as follows:
- | | |
|---|--------------------|
| ARAG Allgemeine – lead insurer | holds a 60 per |
| cent share ERGO – participating insurer | 40 per cent share. |

VI. DGO Insurance – ARAG Allgemeine Versicherungs-AG and ERGO Versicherung AG

1. Subject matter of the insurance
- 1.1 Protection of the private assets of directors
The insurers provide cover in the event that an insured person is held liable for financial loss arising from a breach of duty committed in their capacity as described in clauses 1.2 or 1.3.

The operational activities of the insured bodies are also covered.

Recourse claims by or on behalf of insured organisations/subsidiaries against insured persons, asserted on the basis of a fine, contractual penalty or administrative fine payable, are also considered insured claims for damages.
- 1.2 Insured persons
Notwithstanding Section A, Parts I and II, insured persons are former (including those who left prior to the commencement of the contract), current or future members of the Executive Board, the Management Board, the Board of Trustees, the Presidium, the Supervisory Board, the Board of Directors or the Advisory Board, as well as their deputies, of the insured organisations and their subsidiaries within the meaning of clause 1.4.
Comparable foreign bodies are also covered by the insurance.
- 1.3 Other insured persons
The following are also considered insured persons:
- commercial directors, administrative directors and heads of administration;
 - personally liable partners of partnerships, provided that the claims do not relate to pure capital liability or a breach of fiduciary duties as a partner;
 - de facto board members, shadow directors;
 - spouses and civil partners within the meaning of the Civil Partnership Act or comparable partnerships under the law of other countries, heirs of insured persons, as well as estate administrators, guardians and carers, insofar as they are held liable for financial loss arising from breaches of duty by the persons insured under clauses 1.2 and 1.3;
 - liquidators or administrators of the insured organisations and co-insured subsidiaries, insofar as the dissolution of the legal entity takes place outside the Insolvency Code.
 - Also co-insured are (business) division heads, authorised signatories, senior executives, special representatives in accordance with Section 30 of the German Civil Code (BGB) and general authorised representatives of the insured organisations and co-

subsidiaries, insofar as they may be held liable within the meaning of the case law of the Federal Labour Court.

- The insurance cover also extends to employees who have been appointed as officers under the law or industry standards, for example in relation to compliance, data protection, anti-money laundering, health and safety, or security.

Further inclusion of insured persons is possible by special agreement.

1.4 Definition of subsidiaries

Subsidiaries within the meaning of this contract are companies in which the insured organisations hold, directly or indirectly, more than 50 per cent of the voting rights, demonstrably control them, or in which the insured organisations have the right to exercise a controlling influence on the basis of a control agreement or a provision in the articles of association. Charitable foundations are also considered subsidiaries, provided they have been established by an insured organisation.

1.5 New subsidiaries

Newly established or acquired subsidiaries are automatically deemed to be co-insured to the extent provided for in this contract (see also local scope of application, clause 3). No automatic insurance cover is granted for subsidiaries

- whose balance sheet total exceeds 25 per cent of the consolidated group balance sheet total;
- which are listed on a stock exchange;
- which are based in the USA or Canada;
- which are companies operating in the following sectors: banking and financial services, funds, aerospace technology, the semiconductor industry, telecommunications, waste management, energy operators and energy generation.

Insofar as the insurance cover extends to newly acquired subsidiaries, it covers only those breaches of duty committed after the completion of the new establishment or acquisition.

In consultation with the insurers, retrospective cover of up to two years may be agreed for newly acquired subsidiaries. The insurers may request further audit documentation for this purpose and charge an additional premium.

Insurance cover also applies to breaches of duty committed prior to the acquisition, provided that the newly insured persons were unaware of any such breach at the time the retroactive cover was taken out.

Upon conclusion of the articles of association, a newly established company that meets the requirements set out in clause 1.4 is deemed to be a subsidiary, even if the incorporation ultimately remains uncompleted.

1.6 Withdrawing subsidiaries

If the status as a subsidiary ceases, insurance cover applies only to breaches of duty committed prior to the date of cessation.

There is no cover for insurance claims arising from breaches of duty committed after the loss of subsidiary status. For such former subsidiaries, the insured organisations have the option, within two months of their withdrawal, to request from the insurers a quote for separate insurance cover with its own sum insured and a separate claims reporting period exclusively for the withdrawing company and its officers, in return for an additional premium (run-off option).

1.7 Third-party mandates

The insurance cover also extends to the activities of the insured persons as former, current or future members of the management, a supervisory or advisory body (e.g. an advisory board), a presidium or board of trustees in third-party companies based in Germany, provided that these mandates are performed in the interests of the insured organisations or co-insured subsidiaries (Outside Directorship Liability/ODL).

A sublimit of €100,000 applies to these activities, deducted from the sum insured for each individual mandate and capped at €1,000,000 per insurance year for all insured mandates.

1.8 Definition of financial loss

Financial losses are losses that are neither personal injury (death, bodily injury or damage to human health) nor property damage (damage to, spoilage, destruction or loss of property), nor do they arise from such losses. A financial loss exists, rather than a derivative loss, if a loss suffered by an insured organisation or a co-insured subsidiary results only indirectly from personal injury or property damage, for example, loss of profit.

Notwithstanding the exception under Clause 1.1, other monetary penalties, fines and contractual penalties shall not be deemed to be insured financial loss. However, the insurers shall bear the defence costs, inter alia, in the event that an insured organisation or a co-insured subsidiary seeks recourse against insured persons in respect of other fines, penalties and contractual penalties imposed on an insured organisation or an insured subsidiary.

- 1.9 Extended definition of financial loss
- 1.9.1 Financial losses arising in connection with the General Equal Treatment Act (AGG), including infringements of the general right of personality (Section 823(1) of the German Civil Code (BGB)), are also covered.
- 1.9.2 In addition, financial losses arising from personal injury resulting in death are also covered. The prerequisite is that an insured organisation or a co-insured subsidiary asserts claims against insured persons for gross breach of duties of care, as a result of which the insured organisation or a co-insured subsidiary in the United Kingdom has been prosecuted in connection with proceedings under the Corporate Manslaughter and Corporate Homicide Act 2007.
- 1.10 Indemnity (company reimbursement)
- If the insured organisations or a co-insured subsidiary are under an obligation to indemnify insured persons in the event that they are held liable by third parties to the extent described in clause 1.1 (company reimbursement), the right to insurance cover under this contract shall pass from the insured persons to the aforementioned organisations/companies to the extent that they fulfil their indemnity obligation. A prerequisite for the transfer of insurance cover is that the indemnity obligation is legally permissible in terms of its nature and scope.
- 1.11 First-party loss
- The insurers provide the insured organisations and the co-insured subsidiaries with insurance cover for financial loss arising from a breach of duty by the insured person against whom a claim is made, which cannot be recovered, or cannot be recovered in full, by the insured organisation or the co-insured subsidiary from the insured person by way of a claim,
- because the insured person is exempt from liability pursuant to Section 31a of the German Civil Code (BGB) or a comparable provision of foreign law, or
 - because the insured person's liability no longer exists due to discharge by the shareholders or by the general meeting, association meeting or representatives' meeting, or the enforcement of claims against them is no longer possible due to such discharge, or
 - because the insured person's liability is excluded solely on the grounds that the insured organisations or co-insured subsidiaries have legally and effectively released or exempted them from liability prior to the breach of duty (for example, in the employment contract) or because the assertion and/or enforcement of claims has been legally and effectively waived, or
 - because the insured person is covered by a limitation of liability in accordance with the principles of labour law relating to internal compensation for damages or a comparable legal concept under foreign law, and it is likely that other insured persons will be held liable for a breach of duty in connection with the selection and supervision of the insured person covered by this limitation or the organisation of the activities of such persons, or
 - because the insured person also has an employment contract with another insured organisation or a co-insured subsidiary and may, in this respect, claim an indemnity from them.

2. Insured event

An insured event is the first assertion of a liability claim against an insured person by a third party or by an insured organisation or a co-insured subsidiary on the basis of an actual or alleged breach of duty by an insured person.

For the purposes of this contract, a liability claim is deemed to have been made if a claim is brought against an insured person, or if a third party notifies the insured organisation, a co-insured subsidiary or the insured person that they have a claim against an insured person.

The following shall also be deemed an insured event:

- the threat of or filing of a third-party notice against an insured person;
- a claim by an insured person under section 15b of the Insolvency Act (InsO) (previously, in particular, section 64 of the Limited Liability Companies Act (GmbHG) and section 93(2) and (3)(6) in conjunction with section 92(2) of the Public Limited Companies Act (AktG), sections 99 and 34(3)(4) of the GenG, section 188(2)(3) of the VAG and sections 130a(1), (2) sentence 1, second clause, and 177a of the HGB) as well as comparable legal provisions;
- the assertion of a right of retention arising from a claim insured under this contract against a claim raised by an insured person;
- a decision by a governing body of the insured organisation or a co-insured subsidiary that a breach of duty has occurred which caused financial loss and was committed by an insured person;
- Claims arising from Sections 69 and 34 of the German Fiscal Code (AO) and corresponding foreign legislation.
- For the purposes of clarification, an insured event as defined in clause 1.11 (own loss) also includes claims against insured persons arising from an – alleged – breach of duty committed by them in the course of their work for an insured organisation or a co-insured subsidiary. In such cases, the insured organisation or the co-insured subsidiary is entitled to a claim for payment against the insurers. The insured event is deemed to have occurred as soon as the insured organisation or the co-insured subsidiary

claims the loss from the insurers in writing for the first time, provided that an insured event under paragraph 1 has not already occurred beforehand.

3. Local Application of Insurance Cover

Insurance cover, including that provided by subsidiaries as per clause 1.4, is provided worldwide, to the extent permitted by law. If, in third countries, the provision of insurance cover under this contract is legally prohibited due to requirements of German supervisory law or local statutory provisions (for example, so-called 'non-admitted' regulations), the insurers offer to arrange insurance cover locally via through an international insurance programme using the International Network of Insurance (INI).

4. Duration of insurance cover

4.1 Covered breaches of duty and claims made

Insurance cover applies to insured events occurring during the term of the insurance contract arising from breaches of duty committed during the term of the insurance contract. If a breach of duty is caused by negligent omission, it shall, in case of doubt, be deemed to have been committed on the date on which the omitted act should at the latest have been performed in order to avert the occurrence of the loss.

4.2 Retroactive cover for breaches of duty prior to the conclusion of the contract

Retroactive cover is provided for breaches of duty that occurred prior to the commencement of this insurance contract. However, this does not apply to breaches of duty of which an insured person was aware at the time of concluding this insurance contract or at the start of membership of the SBR.

Insurance cover remains in force until such knowledge is established in proceedings under Books 1 to 4 of the ZPO or corresponding foreign legislation, or in arbitration proceedings in accordance with Section C, Part II, Clause

2.7 is established as a matter of law, provided that the insurers will not bring any action for a declaratory judgement in this regard until a final decision has been reached. In the event that it is established as a matter of law that the insured person was aware of the circumstances, the insured person is obliged to reimburse the insurers for the benefits paid. In the event of reimbursement, the benefits reimbursed shall be credited against the sum insured.

4.3 Deadline for reporting claims after termination of the contract

If the insurance contract is not renewed, or is not renewed on the same terms, after the agreed term of the contract has expired, a five-year grace period shall be granted.

The grace period applies to insured events notified to the insurers within the grace period, provided they are based on breaches of duty committed during the term of the insurance – and the retroactive insurance (Clause 4.2).

Insurance cover shall apply for the entire late claim notification period within the scope of and in accordance with the contractual provisions applicable at the end of the last insurance year, namely up to the amount of the unused portion of the sum insured for the last insurance year.

4.4 Personal late claim notification period

For insured persons who have retired, there is a seven-year grace period from the end of the contract. Insured persons who have retired are those who retire in the normal course of events by the end of the grace period or who cease their professional activities solely for health reasons.

4.5 Notification of circumstances

During the term of the contract, insured organisations, co-insured subsidiaries and insured persons may, if they have specific information regarding breaches for which a claim is possible and not unlikely, notify the insurers of these circumstances in writing as a precautionary measure. If the insurers terminate the insurance contract after the expiry of the basic insurance period, a notification of circumstances may be made up to ninety days after the termination of the contract. All subsequent insurance claims based on these circumstances shall then be deemed to have been reported at the time of the precautionary notification of the circumstances or, in the case of notification after the end of the contract, within the last insurance year of the agreed contract term, provided that the claim was asserted in writing within the late notification period following the expiry of the contract.

A claim under these terms and conditions must include a detailed description of the circumstances and information regarding the nature and extent of the potential loss, the time, place and nature of the breach, when it was discovered, and the names of the persons affected and any potential claimants.

5. Scope of insurance cover

5.1 Insurer's cover

The insurance cover includes the assessment of liability, the defence against unjustified claims for damages and the indemnification of the insured persons against justified claims for damages.

Liabilities for damages are covered where the insured persons are obliged to pay compensation by virtue of the law, a final and binding judgment, an admission of liability or a settlement, and the insurers are thereby bound.

- 5.2 Admission/Settlement/Satisfaction
Admissions and settlements entered into by the insured persons without the insurers' consent shall only be binding on the insurers to the extent that the claim would have existed even without such admission or settlement. If the insured persons' liability for damages is established with binding effect on the insurers, the insurers must indemnify the insured persons against the third party's claim within two weeks.
- 5.3 Additional benefits
- 5.3.1 Set-off
Insurance cover also applies in the event that an insured organisation or a co-insured subsidiary sets off remuneration and/or pension claims arising from an insured person's directors' or employment contract against claims for damages arising from breaches of duty that would be covered under this insurance contract. Cover is provided for the costs of asserting these claims arising from the directors' or employment contract, as well as the costs incurred by out-of-court termination and settlement agreements.
- 5.3.2 Unjust enrichment
The insurance cover also includes the defence against claims made against insured persons based on unjust enrichment or unlawful enrichment. If it is established that the enrichment was unjust or unlawful, the insurance cover ceases to apply with retroactive effect. The insured persons are then obliged to reimburse the insurers for the benefits paid.
- 5.3.3 Reputational damage
Furthermore, the insurers provide insurance cover for the costs of mitigating reputational damage suffered by insured persons as a result of a breach of duty which may give rise to a liability claim covered by the insurance, provided that this is notified to the insurers in writing and these costs are not borne by the insured organisations or co-insured subsidiaries. Cover is provided for the fees of an external public relations consultant whom the insured persons engage, with the prior consent of the insurers, to mitigate damage to the insured persons' reputation which is demonstrably imminent or has demonstrably occurred as a result of media reports or other publicly available information from third parties. Under these conditions, further reputational costs are also covered, such as the placement of advertisements, interview costs or the costs of a counterstatement. These costs are subject to a combined sublimit of 10 per cent of the sum insured and 10 per cent of the annual maximum benefit under the policy per insurance year. This sublimit is deducted from the sum insured and the annual maximum benefit.
- 5.3.4 Seizure proceedings/security deposits
The insurance cover also includes defence costs in the event of personal and/or property attachment proceedings or comparable proceedings under foreign legal provisions against an insured person, which serve to secure a liability claim falling under clause 1. The insurance cover also includes the direct costs of providing a security deposit under criminal or civil law, for example in connection with the provision of bail, up to 10 per cent of the sum insured.
- 5.3.5 Organisational legal protection
If an insured organisation or a co-insured subsidiary is at risk of losing its charitable status, the necessary and reasonable costs of a solicitor in accordance with the Solicitors' Fees Act (RVG) will be reimbursed, or, where applicable, the higher costs of the defence counsel specifically agreed with him. The insured organisations and co-insured subsidiaries are also granted appropriate insurance cover in the event that, following an initial written notification from a public authority that it intends to implement or is planning to implement such a measure, they face the threat of the withdrawal or revocation of their authorisation under foundation law, or the compulsory dissolution of the foundation for reasons other than insolvency or a change in the foundation's purpose by the foundation supervisory authority. These costs are subject to a combined sublimit of 10 per cent of the sum insured and 10 per cent of the annual maximum benefit under the policy for each insurance year. This sublimit is deducted from the sum insured and the annual maximum benefit.
- 5.4 Annual maximum benefit
The sum insured specified in clause 10.1 represents the maximum amount payable by the insurer for each claim. For all claims arising during a single insurance year taken together, the maximum annual benefit is set out in clause 10.2. Costs in accordance with clause 5.6 are deducted from the sum insured. If the liability claim asserted exceeds the sum insured, there shall be no reduction in the costs to be reimbursed.
- 5.5 Preventive legal costs
If a claim has not yet been made against the insured persons in accordance with Clause 2 (Insured Event) but is likely to be made, the insured persons may instruct a solicitor to represent their interests, provided that the choice of solicitor is agreed with the insurers. Circumstances which are reasonably likely to lead to a liability claim being brought include, for example, where:

- the general meeting, members' meeting or shareholders' meeting of an insured person refuses to grant discharge;
- a draft statement of claim is submitted;
- benefits under an employment contract are reduced
- or are not provided. This does not apply in the event of the insolvency of your insured organisation and co-insured subsidiaries;
 - proceedings for leave to sue are brought against the insured person in accordance with Section 148 of the German Stock Corporation Act (AktG);
 - an insured person is prematurely removed from office;
 - written threats of termination of employment contracts are made to insured persons or early terminations of employment contracts are issued;

This provision also covers the costs of a solicitor for an initial statement to authorities that have initiated administrative offence proceedings, disciplinary or supervisory proceedings, or other administrative proceedings against insured persons. These costs are subject to a combined sublimit of 10 per cent of the sum insured and 10 per cent of the annual maximum benefit under the policy for each insurance year. This sublimit is deducted from the sum insured and the annual maximum benefit.

5.6 Definition of costs

Costs are:

solicitors' fees, expert fees, witness fees and court costs, expenses incurred to avert or mitigate loss at the time of or following the occurrence of the insured event, as well as loss assessment costs, including travel expenses, which are not incurred by the insurers themselves. This also applies if these costs were incurred on the insurers' instructions.

5.7 Allocation clause

If claims are made simultaneously both against

5.7.1 against insured persons and insured organisations or

5.7.2 against insured persons and non-insured persons,

5.7.3 arising from insured and uninsured circumstances

, insurance cover shall apply to that portion of the defence costs and/or financial loss which corresponds to the insured person's liability for insured circumstances. Notwithstanding this, in the cases referred to in clauses 5.7.1 and 5.7.2, the insurers shall bear the full defence costs provided that the legal interests are represented by the same law firm.

Under this agreement, there is no insurance cover for:

- claims for damages arising from employment, as well as claims for damages or compensation based on breaches of the General Equal Treatment Act (AGG) or comparable domestic legislation;
- Liability claims brought in the USA or under the law applicable there;
- Insurance contracts where the insured risk is a financial services company.

The insurers reserve the right to seek recourse against uninsured natural persons. If the insurers and the insured person fail to reach agreement on the apportionment of liability, the apportionment of liability shall, at the request of the insured person, be determined by a binding decision in arbitration proceedings. For this purpose, the insurers and the insured person shall each appoint an arbitrator, who shall then appoint a third arbitrator.

In all other respects, the provisions of the Code of Civil Procedure relating to arbitration proceedings pursuant to Sections 1025 et seq. of the Code of Civil Procedure shall apply. Any payment of defence costs made as a result of the decision in the arbitration proceedings does not constitute a preliminary ruling on the question of coverage and liability in respect of the pecuniary loss claimed.

5.8 Reimbursement of costs for mediation proceedings

The insured persons referred to in clauses 1.2 and 1.3 shall, in consultation with the insurers, be entitled to appoint a neutral person trained as a business mediator for the purpose of voluntary out-of-court dispute resolution. The insurers shall bear the remuneration of the appointed mediator for the conduct of the mediation proceedings in Germany in accordance with the mediation agreement. These costs are subject to a total sublimit of 10 per cent of the sum insured and 10 per cent of the annual maximum benefit under the contract per insurance year. This sublimit shall be set off against the sum insured and the annual maximum benefit.

5.9 Measures taken by the insurers

If, in the event of a claim, a legal dispute arises between an insured person and the claimant or the claimant's legal successor, the insurers shall conduct the legal proceedings on behalf of the insured person. Within the limits of the agreed sum insured, the insurers shall also be deemed authorised, out of court, to make any statements on behalf of the insured persons which they deem appropriate for the settlement or defence of the claim.

- 5.10 Free choice of solicitor
The insured persons are free to choose their own solicitor in consultation with the insurers. The insurers shall also bear the costs associated with freely agreed fees, provided these have been agreed with them.
- 5.11 Criminal/administrative offence proceedings
If, in criminal or administrative proceedings relating to a breach of duty that may give rise to a liability claim covered by the insurance, the insurers request or approve the appointment of a defence lawyer for the insured person, the insurers shall bear the costs in accordance with the Lawyers' Fees Act (RVG), or, where applicable, the higher costs of the defence counsel specifically agreed with them.
- 5.12 Serial Claims Clause
Regardless of the individual policy years, multiple claims made during the term of the insurance contract by one or more claimants against an insured organisation and its insured persons
- arising from a breach of duty committed by one or more insured persons of an insured organisation or a co-insured subsidiary;
 - arising from several breaches of duty committed by one or more insured persons of an insured organisation or a co-insured subsidiary, provided that these breaches of duty relate to the same set of facts and are linked to one another in legal, economic or temporal terms,
- as a single insured event.
- This shall be deemed to have occurred at the time the first liability claim was asserted, irrespective of the actual time at which the individual liability claims were asserted.
- 5.13 Settlement of claims
If the settlement of a liability claim, as required by the insurers, by way of an admission of liability, settlement or compromise, fails due to the resistance of the insured organisation, a co-insured subsidiary or an insured person, or if the insurers make available their contractual share to satisfy the injured party, the insurers shall not be liable for the additional expenses arising from the refusal or the provision of funds in respect of the principal sum, interest and costs.
6. Exclusions
The following liability claims are excluded from insurance cover
- 6.1 due to a wilful breach of duty by the insured persons against whom a claim is made. The insurance cover remains in force insofar as the insured persons against whom a claim is made act with conditional intent (*dolus eventualis*) in relation to the breach of duty. Sentence 1 shall not apply in the event of a breach of the insured organisation's written internal rules (articles of association, rules of procedure, guidelines, shareholders' resolutions, directives or similar), provided that the insured person made their decision at the time of the breach of duty on the basis of reasonable information for the benefit of the organisation. Liability claims arising from the intentional causing of damage, whereby conditionally intentional conduct is sufficient, are not covered. If the material breach of duty is disputed, provided that the conduct was not conditionally intentional in accordance with sentence 2, cover shall be provided for the costs of defence on condition that the intentional breach of duty is not established by a final and binding judgment. If such a finding is made, the insurance cover lapses with retroactive effect. The insured persons are then obliged to reimburse the insurers for the benefits provided.
- 6.2 An insured person shall not be held liable for breaches of duty by other insured persons as referred to in the first sentence, including in the case of retroactive cover under clause 4.2.
- 6.3 which are asserted before courts in the USA or Canada or under the substantive law of those countries, in so far as they relate to claims
- arising from breaches of provisions of the Securities Act (1933) or the Securities Exchange Act (1934) – SEC 1933 and 1934 – or corresponding federal
 - or state laws in the USA or Canada, or related principles of common law;
 - in respect of breaches of the provisions of the Employee Retirement Income Security Act (ERISA) of 1974 or corresponding federal or state laws in the USA or Canada, or related principles of common law that amend or supplement them;
 - in respect of breaches of duty and resulting punitive damages in connection with employment relationships (wrongful employment practices – EPL);
 - by the insured organisation, one of its subsidiaries, group companies or associated companies against insured persons, as well as between insured persons;
- 6.4 arising from the activities of architects, civil engineers and/or structural engineers.

7. Other insurance

If, in the specific case, the claim for damages is also covered

- under another DSO insurance policy taken out at an earlier date or
- or an insurance policy of a different kind

Insurance cover under this policy applies insofar as this cover extends beyond that provided by the other insurance policy (difference in terms and sums cover) or the other insurance cover has been exhausted through payment (exhaustion and follow-up cover). If the other insurer disputes its obligation to pay in whole or in part, the insurers under this contract shall subrogate the rights of the insured persons by stepping into .

8. Insolvency proceedings, liquidation and change of control

8.1 In the event of an application for insolvency proceedings concerning the assets of an insured organisation or a co-insured subsidiary, the insurance cover shall continue without restriction.

8.2 If an insured organisation or a co-insured subsidiary is liquidated, the insurance cover shall automatically lapse upon completion of the liquidation. Clause 4.3 remains unaffected by this.

8.3 If an insured organisation or a co-insured subsidiary within the meaning of clause 1.4 comes under new control, its insurance cover shall automatically cease at the end of the current insurance period. Insurance cover therefore continues to apply to breaches of duty committed after the change of control and before the end of the current insurance period. This provision shall not apply and insurance cover shall cease at the start of the new controlling relationship if, as a result of the change of control, the insured persons fall under the insurance cover of another insurance contract of this type with the same insurers. Transfers of shares or voting rights to a spouse, registered civil partner, parents or children, or previous shareholders shall not be deemed to constitute a change of control.

9. Insurance for the account of a third party, assignment of the insurance claim

9.1 Only the insured persons may make a claim for insurance cover, where applicable even without the consent of the insured organisations or co-insured subsidiaries – and even if they are not in possession of the insurance policy. This does not apply in the cases referred to in clauses 1.10 and 1.11.

9.2 The right to indemnity may not be assigned or pledged without the insurers' consent prior to its final determination. Assignment to the injured third party is permitted.

9.3 Claims for recourse by the insured persons, as well as their claims for reimbursement of costs, for the return of deposited sums and for the refund of amounts paid, and for assignment pursuant to Section 255 of the German Civil Code (BGB), shall automatically pass to the insurers to the extent of the payment made by them. The insurers may demand the issue of a deed of assignment.

9.4 If insured persons have waived a claim under clause 9.3 or a right serving to secure such a claim after the occurrence of an insured event, the insurers shall remain liable to them only to the extent that the insured persons prove that pursuing the claim would have been unsuccessful; in all other respects, section 86(2) of the German Insurance Contract Act () applies.

10. Sum insured

10.1 The sum insured is €125,000 per insured event.

10.2 The maximum benefit payable by the insurers for all breaches during the insurance year is €3,000,000.

11. Shareholding

11.1 Insurance providers

Lead insurer:

ARAG Allgemeine Versicherungs-AG
ARAG-Platz 1, 40472 Düsseldorf

Participating company:

ERGO Versicherung AG
ERGO-Platz 1, 40198 Düsseldorf

- 11.2 Representation
The lead insurer – ARAG Allgemeine – is authorised to receive notifications and declarations of intent from the policyholder on behalf of the participating insurer – ERGO.
- 11.3 Claims handling
Claims handling is carried out on behalf of and at the request of the lead insurer – ARAG Allgemeine – by the participating insurer – ERGO –.
- 11.4 Litigation
- 11.4.1 In the event of disputes arising from this contract, the insured shall assert their claims in court only against the lead insurer – ARAG Allgemeine – and only in respect of the latter's share.
- 11.4.2 The participating insurer – ERGO – shall recognise as binding upon itself any decision that has become final against the lead insurer, as well as any settlements concluded by the latter with the policyholder after the commencement of legal proceedings.
- 11.4.3 If the share of the lead insurer does not reach the amount of the appeal or cassation proceedings, the policyholder is entitled, and upon request by the lead insurer or a co-insured insurer, obliged to extend the claim to a second insurer until this amount is reached. If this request is not complied with, clause 11.4.2 shall not apply.
- 11.5 Allocation Plan
The sum insured and premiums under this contract are distributed among the insurance companies as follows:
- | | |
|--------------------------------|-------------------|
| ARAG Allgemeine – lead insurer | 60 per cent share |
| ERGO – co-insurer | 40 per cent share |

VII. Fraud insurance – ARAG Allgemeine Versicherungs-AG

1. Subject matter of the insurance
- 1.1 Insurance cover is provided for damage to the assets (cash and cash equivalents) of an insured organisation arising from the insured events listed below, which have occurred during the term of the insurance.
- 1.2 Insurance cover is provided
- 1.2.1 without prejudice to other claims;
- 1.2.2 waiving the right to claim damages against any persons working for insured organisations who have contributed to the occurrence of a loss through negligence;
- 1.2.3 irrespective of the prosecution and punishment of persons involved in causing the damage.
- The insured organisation shall consult with ARAG Allgemeine before filing a criminal complaint against insured persons, unless statutory provisions or special circumstances require immediate reporting.
2. Scope of insurance cover
- 2.1 Insurance cover is provided for losses arising from culpable, intentional acts (such as embezzlement, theft, fraud, breach of trust, forgery) committed by the insured persons as defined in Section A, Part II, insofar as they are liable to pay compensation for the loss under the statutory provisions governing tortious acts.
- 2.2 Insurance cover applies to incidents caused to the insured organisation by third parties (persons not affiliated with the insured organisation, acting on its behalf or commissioned by it) through the following criminal offences within the meaning of the Criminal Code (StGB):
- 2.2.1 robbery (Sections 249 to 251 StGB);
- 2.2.2 in the case of blackmail (Sections 253 to 255 of the German Criminal Code);
- 2.2.3 in the case of fraud (Section 263 of the German Criminal Code (StGB)). To the extent that negligent conduct on the part of the insured persons has contributed to an insured event under this clause, obligations to pay benefits under the financial loss liability insurance (Part V) take precedence over the obligation to pay benefits under the fidelity insurance (Part VII);

- 2.2.4 in the case of theft (Sections 242 to 244 of the German Criminal Code) of money or monetary assets belonging to an insured organisation which
- 2.2.4.1 were in the immediate physical custody of an insured person;
- 2.2.4.2 were being kept by the insured person in buildings, rooms or containers within buildings, provided that these items were stolen from them in the course of a particularly serious burglary. Vehicles are not considered containers within the meaning of this provision;
- 2.3 In addition, cover is provided
- 2.3.1 in the event of loss of money or monetary assets belonging to the insured organisations by the insured persons, if, under the circumstances, they were no longer in a position to safeguard the monetary assets;
- 2.3.2 in the event of fire, as a result of which money or monetary assets of the insured organisations have been destroyed whilst in transit or in premises with , which are under the control of the insured persons.
3. **Benefits**
- 3.1 The insurance benefits amount to, per insured event
- | | |
|--------------|-----------------------------|
| €110,000 | for the SBR; |
| 55,000 euros | for the trade associations; |
| €10,000 | for the clubs. |
- 3.2 Maximum annual compensation: The maximum amount of compensation payable for all insured events involving all insured organisations reported during the current insurance year is limited to 512,000 euros per insurance year.
4. **Exclusions**
- No compensation shall be paid for damage
- 4.1 caused by insured persons in respect of whom the insured organisation has, prior to their taking up employment, ascertained that they have already committed acts within the meaning of clause 2.1 in the organisation's own service or in relation to third parties;
- 4.2 arise indirectly, such as loss of profit; in particular, ransom payments are excluded;
- 4.3 arising from expenses relating to personal injury;
- 4.4 the cause of which lies outside the Federal Republic of Germany. This exclusion does not apply where the cause is attributable to insured persons as defined in Section A, Part II, during insured stays abroad;
- 4.5 which are caused, in whole or in part, by war, acts of war, civil unrest, acts of state, force majeure or nuclear energy. If it cannot be established whether any of these causes is present, the decision shall be based on the preponderance of probability; terrorist attacks are not covered by this exclusion;
- 4.6 loss of vehicles.
5. **Termination of insurance cover**
- Insurance cover shall cease
- 5.1 for the insured persons upon termination of their employment or membership of the insured organisation(s);
- 5.2 for insured persons who have committed acts falling within the scope of clause 2.1 whilst acting on behalf of the insured organisations or in relation to third parties, from the time the insured organisation becomes aware of this. Claims for compensation already incurred by the insured organisation in respect of these insured persons prior to the aforementioned dates shall not be affected by the expiry of the insurance cover.

VIII. Legal expenses insurance – ARAG SE

1. Subject matter of the insurance

Following the occurrence of an insured event, ARAG SE shall safeguard the insured person's legal interests and bear the costs incurred by the insured person in this regard. The safeguarding of legal interests is necessary if it offers a reasonable prospect of success and does not appear to be frivolous.

Legal protection is provided in accordance with the terms of this spot insurance contract, the Insurance Contract Act (VVG) and other statutory provisions.

2. Scope of insurance cover

2.1 The insurance cover comprises:

2.1.1 Legal protection for claims for damages

for the assertion, both in and out of court, of claims for damages arising from personal injury, damage to property and financial loss suffered as a result of statutory liability provisions vis-à-vis third parties (For the purposes of these provisions, 'third parties' do not include members of the same local club, but do include members of other clubs and other insured organisations within the SBR, their officials and supervisors, as well as persons who do not belong to the insured organisations).

Uninsured natural persons who, by virtue of the law, are entitled to their own claims for damages arising from the death or bodily injury or damage to the health of a natural person insured under this contract are also granted insurance cover for the assertion of such claims.

The insurance cover also extends to the assertion of civil and press law claims for damages, injunctions, retraction and right of reply, provided that such claims are not of a contractual nature and are asserted for the purpose of safeguarding the insured's objectives or duties.

2.1.2 Criminal legal protection

for defence against allegations of a breach of a non-traffic-related provision of administrative offence law, as well as the negligent breach of a provision of criminal law; Included in each case, where custodial sentences or fines and penalties exceeding 250 euros are imposed, are proceedings for clemency, suspension of sentence, deferral of sentence and payment relief for a total of two applications per insured event. Please refer to clause 2.3.

2.1.3 Extended criminal legal protection

2.1.3.1 Criminal legal protection in proceedings relating to an allegation

- of an offence which is punishable whether committed intentionally or through negligence;
- an offence that can only be committed intentionally.

The insured organisation may object if an insured natural person requests legal protection, insofar as the alleged offence is directed directly against the financial interests of the insured organisation.

If it is established by a final and binding decision that the insured person committed the offence intentionally, they are obliged to reimburse the insurer for the costs incurred in defending them against the allegation of intentional conduct.

2.1.3.2 Legal protection for administrative offences in proceedings relating to allegations of an administrative offence.

2.1.3.3 Disciplinary and professional legal protection in disciplinary and professional proceedings.

2.1.4 Victim legal protection

2.1.4.1 as a joint plaintiff in a public prosecution brought before a German criminal court. The prerequisite is that the insured person has been injured as the victim of a violent crime. A violent crime is deemed to have occurred in cases of violation of sexual self-determination, serious violation of physical integrity and personal freedom, as well as in cases of murder and manslaughter.

2.1.4.2 Insured persons are covered for legal assistance provided by a solicitor in

- pre-trial proceedings,
- private prosecution proceedings,
- for applications under Section 1 of the Protection Against Violence Act (GewSchG),
- for so-called victim-offender mediation under Section 46a(1) of the Criminal Code (StGB) in non-pecuniary matters.

2.1.4.3 Legal protection is provided for the out-of-court assertion of claims under the Social Code (SGB) and the Victims' Compensation Act, subject to the following conditions:

- the insured person is entitled to bring a civil action,
- has been injured as a result of one of the above-mentioned criminal offences and

- this has resulted in permanent physical injury.
- 2.1.4.4 Exception: If the insured person avails themselves of the right to have a lawyer appointed free of charge to act as a legal representative under Section 397a(1), Section 406g(3) of the Code of Criminal Procedure (StPO), there is no insurance cover.
- 2.2 For the insured organisations, the insurance cover also includes:
- 2.2.1 Employment legal protection
for the judicial and extrajudicial assertion and defence of legal claims arising from employment relationships as well as from public-law service relationships with regard to claims under service and pension law; for the judicial and extrajudicial protection of legal interests to defend against claims under the General Equal Treatment Act (AGG); also covered is the defence against claims for injunctions, removal, tolerance, performance of acts and compensation or damages asserted against the insured organisations.
- 2.2.2 Social court legal protection
for the assertion and defence of social security claims before social security courts in Germany, as well as in appeal proceedings preceding such court proceedings.
- 2.2.3 Legal protection in contract and property law
for the judicial assertion and defence of claims arising from private law obligations (including contracts for the hire of vehicles for joint journeys) as well as tenancy and lease agreements for the purposes of the insured organisations' associations and clubs.
- 2.3 The insurance cover does not include – apart from clause 2.2.3 – the risk arising from the ownership, possession, acquisition, sale, keeping or driving of motor vehicles on land, water and in the air, as well as trailers.
For the purposes of these provisions, vehicles propelled by muscle power and fitted with an auxiliary electric motor with a rated continuous power output of no more than 0.25 kilowatts, the assistance from which decreases progressively as the vehicle's speed increases and ceases when a speed of 25 kilometres per hour is reached, or earlier if the rider stops pedalling, are not considered to be motor vehicles.
3. Excluded legal matters
- 3.1 The insurance cover does not extend to the protection of legal interests
- 3.1.1 arising from the ownership, possession, keeping or driving of motor vehicles on land, water and in the air, as well as trailers; reference is made to clause 2.3;
- 3.1.2 by professional athletes and professional sports teams;
- 3.1.3 which are causally related to acts of war, hostile acts, riots, civil unrest, strikes, lockouts or earthquakes. Terrorist attacks are not covered by this exclusion;
- 3.1.4 which are causally related to nuclear damage caused by nuclear reactors or to genetic damage caused by radioactive radiation, insofar as this is not attributable to medical treatment;
- 3.1.5 resulting from mining damage to land;
- 3.1.6 which are directly related to the planning, construction or structural alterations requiring approval of land, buildings or parts of buildings owned or possessed by an insured organisation or to be acquired by it;
- 3.1.7 arising from activities as an architect, civil engineer and/or structural engineer;
- 3.1.8. the financing of any of the projects referred to in clause 3.1.6.
- 3.2 The insurance cover does not extend to the defence of legal interests
- 3.2.1 to defend against claims for damages, unless these are based on a breach of contract;
- 3.2.2 arising from collective labour or service law;
- 3.2.3 arising from the law governing commercial companies or from the employment relationships of legal representatives of legal entities;
- 3.2.4 in connection with patent, copyright, trade mark, design, utility model rights or other intellectual property rights;
- 3.2.5 arising from antitrust or other competition law;

- 3.2.6 in causal connection with gambling or betting contracts, as well as futures or similar speculative transactions;
- 3.2.7 in the field of family law, civil partnership law and inheritance law;
- 3.2.8 in respect of the tax valuation of land, buildings or parts of buildings, as well as in respect of development and other residents' charges, unless these are fees levied on an ongoing basis for the provision of utilities to the property.
- 3.3 The insurance cover does not extend to the protection of legal interests
- 3.3.1 in proceedings before constitutional courts;
- 3.3.2 in proceedings before international or supranational courts, provided that such proceedings do not concern the protection of the legal interests of staff of international or supranational organisations arising from employment contracts or public-law service contracts;
- 3.3.3 in connection with insolvency proceedings that have been or are to be opened in respect of the insured person's assets;
- 3.3.4 in matters relating to expropriation, planning approval, land consolidation and those governed by the Building Code;
- 3.3.5 in administrative offence and administrative proceedings relating to allegations of stopping or parking offences.
- 3.4 The insurance cover does not extend to the protection of legal interests
- 3.4.1 between several insured persons under the same legal expenses insurance policy, between co-insured persons, and between co-insured persons and insured persons; - however, please note section 2.1.1;
- 3.4.2 arising from claims or liabilities which have been transferred or passed to the insured person after the occurrence of the legal protection event;
- 3.4.3 arising from third-party claims asserted by the insured person in their own name.
- 3.5 The insurance cover does not apply to the defence of legal interests where, in cases of legal protection relating to damages, employment law, social security law, or legal protection under contract and property law, there is a causal link to a criminal offence committed intentionally by the insured person. If such a link is subsequently established, the insured person is obliged to reimburse ARAG SE for any benefits it has paid on their behalf.
- 3.6 No cover is provided for claims reported to ARAG SE more than five years after the termination of the insurance contract for the relevant risk.
- 3.7 The excluded legal matters set out in clauses 3.1 to 3.6 – with the exception of clause 3.1.2 – do not apply within the scope of extended criminal legal protection. The following exclusions apply here:
- 3.7.1 There is no insurance cover for defence against an allegation of a criminal offence [criminal offences are unlawful acts punishable by a minimum prison sentence of one year or more]. Neither the validity of the allegation nor the outcome of the criminal proceedings is relevant in this regard.
- 3.7.2 Insurance cover ceases in the event of a final conviction for an offence committed with intent. In such a case, the insured person must reimburse the benefits paid. In the event of a final conviction for both intentional and negligent acts, this obligation to reimburse applies only insofar as the intentional act is concerned. The respective proportion is calculated according to the weight and significance of the individual charges in the overall context (in particular, the proportion of the sentence imposed).
- There is no obligation to reimburse
- in summary proceedings;
 - in the event of a conviction based solely on *dolus eventualis* (conditional intent), provided that only a fine is imposed on the insured person.
- 3.7.3 Insurance cover does not apply to the representation of legal interests
- 3.7.3.1 if the insured person is involved as a road user and is alleged to have breached a traffic regulation;
- 3.7.3.2 arising from antitrust and other competition law.

4. Occurrence of the insured event

- 4.1 In the case of claims for damages based on statutory liability provisions, an insured event is deemed to be the occurrence of the loss event on which the claim is based.
- 4.2 In criminal legal protection in accordance with clauses 2.1.2 and 2.1.3, an insured event is
- 4.2.1 in criminal and administrative offence proceedings, the point in time at which the preliminary investigation against an insured person is initiated;
- 4.2.2 in disciplinary or professional conduct proceedings, the point in time at which disciplinary or professional conduct proceedings are initiated against an insured person;
- 4.2.3 in the case of witness assistance (see clause 5.6.2), the oral or written request to the insured person to give evidence;
- 4.2.4 in the context of a company statement (see section 5.6.2), the initiation of a preliminary investigation against the insured organisation.
An investigation, professional or disciplinary proceeding is deemed to have been initiated when it has been ordered as such by the competent authority or professional body.
- 4.3 In all other cases, the insured event is deemed to have occurred at the time when the insured, the opposing party or a third party began, or is alleged to have begun, to breach legal obligations or statutory provisions. In the event of multiple breaches, the first breach with an adequate causal link shall be decisive, whereby actual or alleged breaches occurring more than one year prior to the commencement of the insurance contract for the risk in question shall not be taken into account for the determination of the insured event. No legal protection shall apply if a declaration of intent or legal act undertaken prior to the commencement of the insurance cover triggered the breach.

5. Scope of cover

5.1 ARAG SE shall bear

- 5.1.1 In the event of a legal protection claim arising within Germany, the insurer shall cover the fees of a solicitor acting on behalf of the insured person, up to the amount of the statutory fees payable to a solicitor based at the location of the competent court. In cases where the Lawyers' Fees Act does not specify a fixed fee for the provision of oral or written advice or information (consultation) not connected with any other fee-based activity, and for the preparation of an expert opinion, the insurer shall pay remuneration of up to 250 euros, depending on the legal protection case. If the insured person resides more than 100 kilometres as the crow flies from the competent court and their interests are represented in court, the insurer shall also bear the costs in the first instance for a solicitor based in the insured person's district court jurisdiction, up to the amount of the statutory remuneration of a solicitor who merely handles the insured person's communications with the legal representative, or, alternatively, travel expenses and attendance allowances of the same amount for the solicitor acting on behalf of the insured person;
- 5.1.2 in the event of a legal protection claim arising abroad, the fees of a foreign lawyer acting on behalf of the insured person who is resident at the location of the competent court, or of a lawyer admitted to practise in Germany. In the latter case, the insurer shall bear the costs up to the amount of the statutory remuneration that would have been payable had the court in the place where the lawyer is based been competent. Clause 5.1.1, sentence 2, applies mutatis mutandis.
- If the insured person resides more than 100 km as the crow flies from the competent court, and a foreign lawyer is acting on the insured person's behalf, the insurer shall bear further costs for a lawyer resident in the insured person's district court jurisdiction up to the amount of the statutory remuneration of a lawyer who merely handles communications with the foreign lawyer;
- If the legal protection claim arises from a motor vehicle accident in another European country and an initial settlement with the claims representative or the compensation body in Germany has proved unsuccessful, making legal action abroad necessary, the insurer shall additionally bear the costs of a domestic lawyer in connection with the settlement with the claims representative or the compensation body in Germany, up to the amount of a correspondence fee;
- 5.1.3 court costs, including compensation for witnesses and experts called by the court, as well as the bailiff's fees;
- 5.1.4 the costs of arbitration or conciliation proceedings up to one and a half times the amount of the costs that would be incurred if the matter were brought before a competent state court of first instance. To facilitate an amicable resolution of the dispute, the insurer in Germany will cover costs of up to €3,000 per out-of-court mediation session for a mediator proposed by the insurer (mediation is a confidential and structured process in which the parties, with the assistance of a mediator, voluntarily and independently seek an amicable resolution of their dispute). If persons who are not insured are also involved in the mediation proceedings, the insurer shall bear a proportionate share of the costs for the insured persons. The costs of mediation shall be covered provided that the relevant scope of cover is agreed in the legal expenses insurance policy. The insurer shall not be liable for the mediator's activities. The exclusions of risk under Clause 3 shall not apply;

- 5.1.5 the costs of the insured person's travel to a court abroad, where their appearance as a defendant or party is required and necessary to avoid legal disadvantages. The costs are covered up to the rates applicable to business travel by German lawyers;
- 5.1.6 the costs which the insured person must incur outside the Federal Republic of Germany in order to be spared criminal prosecution for the time being (bail/see clause 5.6.9.3) as an interest-free loan;
- 5.1.7 the costs incurred by the opposing party in pursuing their legal interests, insofar as the insured person is obliged to reimburse them;
- 5.1.8 the costs of the insured's own and the opposing party's civil claims.
- 5.2 ARAG SE shall provide the benefits specified in clause 5.1 as soon as the insured person provides evidence that they are obliged to pay for them or have already fulfilled this obligation. This also includes any necessary advances on the aforementioned benefits.
- 5.3 ARAG SE shall not bear
- 5.3.1 costs which the insured person has incurred without being legally obliged to do so;
- 5.3.2 costs incurred in connection with a settlement or agreement by mutual consent, insofar as they do not correspond to the ratio of the result sought by the insured person to the result achieved, unless a different allocation of costs is prescribed by law;
- 5.3.3 the agreed excess per legal protection claim;
- 5.3.4 Costs incurred as a result of the fourth or any subsequent enforcement proceedings per enforcement order;
- 5.3.5 costs arising from enforcement measures initiated more than five years after the enforcement order has become final;
- 5.3.6 Costs which a third party would be obliged to bear if the legal expenses insurance policy did not exist;
- 5.3.7 Costs incurred in connection with an amicable settlement of claims that were not themselves in dispute, or costs attributable to the uninsured portion of claims.
- 5.4 ARAG SE shall pay a maximum of the agreed sum insured in each legal expenses claim. Payments made on behalf of the insured and co-insured persons in respect of the same legal expenses claim shall be aggregated. This also applies to payments arising from multiple legal expenses claims that are connected in terms of time and cause.
- 5.5 ARAG SE shall arrange for the translation of any written documents necessary for the protection of the insured person's legal interests abroad and shall bear the costs incurred in doing so;
- 5.6 Notwithstanding clauses 5.1 to 5.5, the insurer shall bear, within the scope of extended criminal legal protection
- 5.6.1 Legal costs
The costs imposed on the insured person in connection with proceedings covered by the insurance cover under clause 2.1.3, including criminal enforcement proceedings.
- 5.6.2 Solicitors' fees
The reasonable remuneration and the usual expenses of a solicitor instructed by the insured person for
- the defence in proceedings covered by the insurance cover under clause 2.1.3, including enforcement proceedings;
 - legal assistance in criminal and administrative offence proceedings where insured persons are called to give evidence and face the risk of incriminating themselves (witness assistance);
 - submission of a statement in the interests of the insured organisation where preliminary investigations relate to the insured organisation without specific members or employees being accused (corporate statement);
 - Assistance in administrative proceedings designed to support the defence in criminal and administrative offence proceedings covered by the insurance.

At the insured party's request, the insurer shall bear the reasonable costs of representing their interests, notwithstanding the statutory remuneration, in particular for a solicitor instructed by the insured party and billing on an hourly basis. Costs are considered unreasonable only if they are grossly and obviously disproportionate to the legal services provided and consequently lead to unreasonable and intolerable outcomes. This applies mutatis mutandis to experts and other advisers.

- 6.2.2 No excess applies if the member organisation/insured person requests that ARAG SE select the lawyer to be appointed, and ARAG SE subsequently appoints a lawyer who represents the interests of the member organisation/insured person.
7. **Geographical scope**
- Legal protection applies provided that the representation of legal interests takes place in Europe, the Mediterranean coastal states, the Canary Islands or Madeira, and a court or authority in this area has legal jurisdiction or would have jurisdiction if judicial or administrative proceedings were to be initiated.
8. **Appointment and instruction of the lawyer**
- 8.1 If it becomes necessary to defend the insured person's legal interests following the occurrence of a legal protection claim, the insured person may select the solicitor to be instructed from among those whose fees are covered by the insurer in accordance with clauses 5.1.1 and 5.1.2. The insurer shall select the solicitor
- 8.1.1 if the insured person so requests;
- 8.1.2 if the insured person does not name a lawyer and the insurer considers it necessary to instruct a lawyer without delay.
- 8.2 If the insured has not already instructed a lawyer themselves, the insurer shall instruct one on behalf of the insured (). The insurer is not responsible for the lawyer's actions.
9. **Assessment of the prospects of success**
- 9.1 If ARAG SE considers that the pursuit of the insured person's legal interests offers no reasonable prospect of success or appears to be frivolous, it may refuse to fulfil its obligation to pay benefits. It must notify the insured person of this in writing without delay, stating the reasons. If the insured person is accused of breaching a provision of criminal or administrative law, ARAG SE shall not assess the prospects of success of the defence in the courts of first instance.
- 9.2 If ARAG SE has denied its obligation to pay benefits in accordance with Clause 9.1 and the insured person does not agree with ARAG SE's view, the insured person may instruct the solicitor acting on their behalf, or one yet to be appointed, at ARAG SE's expense, to submit a reasoned statement to ARAG SE to the effect that the pursuit of their legal interests offers a reasonable prospect of success and does not appear to be frivolous. The lawyer's decision shall be binding on both parties, unless it clearly deviates significantly from the actual facts or legal position.
- 9.3 ARAG SE may set the insured a deadline of at least one month within which the insured must provide the lawyer with full and truthful information regarding the facts of the case and disclose the evidence, so that the lawyer can submit the statement in accordance with clause 9.2. If the insured fails to comply with this obligation within the deadline set by ARAG SE, the insurance cover shall lapse. ARAG SE is obliged to expressly inform the insured person of the legal consequences associated with the expiry of the deadline.
10. **Assignment, reimbursement of costs and insurance benefits**
- 10.1 Insurance claims may not be assigned or pledged until their basis and amount have been definitively established, unless ARAG SE gives its written consent.
- 10.2 Any claims by the insured person for reimbursement of sums paid on their behalf by ARAG SE shall pass to ARAG SE upon their arising. Any sums already reimbursed to the insured person must be reimbursed to ARAG SE.
- 10.3 The insured person must assist ARAG SE in asserting any claim for reimbursement of costs that has been transferred to them against a third party. In particular, they must, upon request, provide ARAG SE with the evidence required to prove the transfer of the claim.
- 10.4 If the insured person is convicted by a final judgment for an intentional breach of a provision of criminal law and insurance cover is therefore excluded in accordance with Clause 3.5.2, the insured person shall be obliged to repay the benefits which ARAG SE has provided on his behalf after the insured person has been charged with intentional conduct. The insured person is obliged to repay the benefits provided by ARAG SE in accordance with Clause 5.6.9.3 (bail) insofar as these benefits are retained as a penalty, fine or as security for the enforcement of claims for damages brought against the insured person, or if the bail is forfeited.

C. Common provisions for all classes of insurance

I. Notifications and declarations of intent

Insured persons must notify the insurers immediately of the occurrence of an insured event once they become aware of it, unless otherwise provided for in the following provisions.

All notifications and declarations intended for the insurers must be addressed to the insurance office at the SBR or to the head office of the relevant insurer. They must be made in writing.

The cooperation of the insured persons is a prerequisite for the insurers to be able to provide their benefits.

Notwithstanding Section 44(2) of the Insurance Contract Act (VVG), the insured persons have a direct claim against the relevant insurer in the event of an insured event.

Notwithstanding Section 35 of the Insurance Contract Act (VVG), the insurers waive their right of set-off against the insured persons. Information provided by the insurers to the SBR in connection with this contract (e.g. policyholder information, information sheets) must be passed on by the SBR to the policyholders. The SBR may fulfil this obligation by making the relevant information available to policyholders in a suitable location (e.g. a link to the ARAG Insurance Office website).

Should a significant change to the insurance cover for the insured persons arise during the term of the contract, within the meaning of Section 7(3) of the Insurance Contract Act (VVG) in conjunction with Section 6 of the VVG Information Regulation (VVG-InfoV), the insurers shall inform the SBR of this. Upon receipt of the relevant information, the SBR is obliged to inform the insured persons of this significant change. In this regard, it is also sufficient for the SBR to make the relevant information available to the insured persons at a suitable location on .

II. Claims notification and obligations

1. Accident insurance

Insurer: ARAG Allgemeine Versicherungs-AG

1.1 Following an accident that is likely to give rise to a claim, a doctor must be consulted immediately. His instructions must be followed and ARAG Allgemeine must be notified.

1.2 The accident report form provided by ARAG Allgemeine must be completed truthfully and returned without delay; any further relevant information requested by ARAG Allgemeine must be provided in the same manner.

1.3 If doctors are appointed by ARAG Allgemeine, the insured person must also allow themselves to be examined by these doctors. ARAG Allgemeine shall bear the necessary costs, including any loss of earnings incurred as a result.

1.4 Doctors who have treated or examined the insured person – including for other reasons – as well as other insurers, insurance providers and authorities must be authorised to provide all necessary information.

1.5 Notwithstanding Section 44(2) of the Insurance Contract Act (VVG), the insured person (or, in the event of death, the heirs) may claim benefits under the accident insurance directly from ARAG Allgemeine without the consent of the SBR. ARAG Allgemeine pays the benefits directly to the insured person or to the heirs.

2. Liability insurance, environmental liability insurance, environmental damage insurance and financial loss liability insurance

Insurer: ARAG Allgemeine Versicherungs-AG

Under general liability insurance, cover is provided within the scope of the insured risk in the event that the insured is held liable by a third party for damages under statutory liability provisions governed by private law, as a result of a loss event (insured event) occurring during the period of validity of the insurance policy which has resulted in personal injury, property damage or consequential financial loss. A loss event is the event as a result of which the damage to the third party arose directly. The time at which the damage was caused, leading to the loss event, is irrelevant.

In financial loss liability insurance, the insured event within the meaning of this contract is the breach which could result in third-party liability claims against the insured persons (third-party loss) or the direct incurrence of a financial loss as a result of a breach committed negligently by an insured person in the course of carrying out activities in accordance with the articles of association (own loss).

In environmental liability insurance, the insured event is the verifiable first discovery of the damage. Notwithstanding this, the insured event pursuant to Section B, Part III, Clause 1.1, Paragraph 4 (WHG plant risk) is deemed to have occurred at the time when water-polluting substances first entered a body of water.

In environmental damage insurance, an insured event is defined as the verifiable initial identification of the environmental damage by the insured, the competent authority or any other third party.

- 2.1 If the injured party asserts a claim against the insured, the latter is obliged to report this within four weeks of the claim being made.

Environmental damage must also be reported to the insurer within four weeks of the insured becoming aware of it, even if no claims for remediation or cost recovery have yet been made.

If a claim is brought against the insured in court, legal aid is applied for, or the insured is served with notice of the proceedings, the insured must also report the matter without delay. The same applies in the event of an attachment, an interim injunction or proceedings to preserve evidence.

If a criminal investigation is initiated or a summary penalty order or a payment order is issued, the insured person must notify the insurer immediately, even if they have already reported the insured event themselves. This also applies in the event of official action taken against the insured person with a view to preventing or remedying environmental damage.

The insured must lodge an objection within the prescribed time limit or take any other necessary legal action against a payment order or an administrative act relating to environmental damage. No instruction from the insurer is required.

- 2.2 The insured person is obliged, in accordance with ARAG Allgemeine's instructions, to take all reasonable steps to prevent or minimise the loss and to do everything necessary to clarify the circumstances of the claim, provided that this does not involve an unreasonable burden. He must assist ARAG Allgemeine in preventing the loss as well as in the investigation and settlement of the claim, provide ARAG Allgemeine with detailed and truthful reports of the loss, disclose all facts relating to the claim, and submit all documents which, in the opinion of ARAG Allgemeine, are relevant to the assessment of the claim.

- 2.3 Should legal proceedings arise in connection with the liability claim, the insured must leave the conduct of the proceedings to ARAG Allgemeine, grant power of attorney to the solicitor appointed or designated by ARAG Allgemeine, and provide all information deemed necessary by that solicitor or by ARAG Allgemeine. In the event of payment orders or orders from administrative authorities for damages, he must, without waiting for instructions from ARAG Allgemeine, lodge an objection within the prescribed time limit or take the necessary legal remedies.

- 2.4 Any admissions or settlements made or entered into by the insured parties without the consent of ARAG Allgemeine shall be binding on ARAG Allgemeine only to the extent that the claim would have existed even without such admission or settlement. The claim for indemnity may not be assigned or pledged prior to its final determination without the insurer's consent. An assignment to the injured third party is permissible.

- 2.5 If, as a result of changed circumstances, the insured person acquires the right to demand the cancellation or reduction of a pension payable, they are obliged to have this right exercised in their name by ARAG Allgemeine. The provisions under clauses 2.2 to 2.4 shall apply *mutatis mutandis*.

- 2.6 ARAG Allgemeine is authorised to make any statements on behalf of the insured person that it deems appropriate for the settlement or defence of the claim.

If, in the event of an insured event, administrative proceedings or legal proceedings arise against the insured party concerning remediation or cost-bearing obligations, the insurer is authorised to conduct the proceedings. It shall conduct the administrative proceedings or legal proceedings on behalf of the insured party.

If, in criminal proceedings relating to environmental damage or an environmental offence which may result in a remediation and cost-bearing obligation covered by the insurance, the appointment of a defence counsel for the insured party is requested or approved by the insurer, the insurer shall bear the costs of the defence counsel in accordance with the scale of fees or any higher costs specifically agreed with the insurer.

- 2.7 Arbitration proceedings

The agreement to arbitrate shall not affect the insurance cover.

The insured party is obliged to notify the insurer immediately of the commencement of arbitration proceedings and to enable the insurer to participate in the arbitration proceedings in the same manner as the insurer would participate in proceedings before the ordinary courts.

The insurer shall be granted a decisive say in the selection of the arbitrator to be appointed by the insured. The costs of the arbitration proceedings shall be borne by the insurer.

3. DGO Insurance

Insurer: ARAG Allgemeine Versicherungs-AG and ERGO Versicherung AG

3.1 Notification of the insured event

The insured organisations, the co-insured subsidiaries and/or the insured persons must notify the insurers in writing no later than two months after becoming aware of the occurrence of the insured event.

If a claim is brought against an insured person in court, an application for legal aid is made, or proceedings are served on them, this must be reported immediately. The same applies in the event of an attachment, an interim injunction or independent evidence proceedings.

The deadlines are met by sending the notification.

3.2 Cooperation in the event of a claim

The insured persons must cooperate in minimising the loss. They are obliged, in accordance with the insurer's instructions, to take all reasonable steps to prevent or minimise the loss and to do everything necessary to clarify the circumstances of the claim, provided that this does not involve an unreasonable burden on them. They must assist the insurers in preventing the loss, as well as in the investigation and settlement of the claim, provide them with detailed and truthful reports of the loss, disclose all facts relating to the claim, and submit all documents which, in the insurers' opinion, are relevant to the assessment of the claim.

3.3 Duty to notify

3.3.1 Other insurance cover

If the insured organisations, co-insured subsidiaries and/or insured persons have also insured the insured risk elsewhere, they must notify the insurers of this in the event of a claim.

3.3.2 Pre-contractual duties of disclosure

There is no insurance cover for insured persons who have acted with fraudulent intent or for those who were aware of such conduct. Furthermore, in such cases, the insurers waive

- the right to contest the contract,
- the right to rescind the contract,
- to an extraordinary right of termination, and
- to raise objections regarding any claims for damages arising from culpa in contrahendo or tort law.

Section 19 of the Insurance Contract Act (VVG) does not apply.

Insured persons acting in good faith shall enjoy full insurance cover.

3.4 Legal consequences of breaches of obligations

If the insured organisations, the co-insured subsidiaries or the insured persons have breached their obligations under clause 3.2 by fraudulently misleading or attempting to mislead the insurers regarding material facts, they shall forfeit all claims arising from the relevant insured event. Any further legal consequences of such misrepresentations shall remain in force.

3.5 Attribution

3.5.1 Attribution in the case of insured persons

The knowledge, conduct or fault of one insured person shall not be attributed to another insured person.

3.5.2 Attribution in the case of organisations

Notwithstanding Section 47(1) of the Insurance Contract Act (VVG), in the case of the insured organisations and co-insured subsidiaries, the knowledge, conduct or fault of the following persons within the insured organisations and co-insured subsidiaries (representatives) is decisive:

- the Chairman of the Board of Directors or the Management Board,
- the Chief Financial Officer or the Managing Director responsible for finance,
- the head of the legal department.

3.6 Arbitration agreements

The agreement to arbitrate does not affect the insurance cover.

The insured party is obliged to notify the insurers immediately of the initiation of arbitration proceedings and to enable the insurers to participate in the arbitration proceedings in the same manner as they would participate in proceedings before the ordinary courts.

The insurers shall be granted a decisive say in the selection of the arbitrator to be appointed by the policyholder. The costs of the arbitration proceedings shall be borne by the insurers.

4. Embezzlement insurance

Insurer: ARAG Allgemeine Versicherungs-AG

Any insured person in respect of whom the insured organisation was aware, at the start of their employment, that they had already committed an intentional tort constituting an insured event under these terms and conditions is excluded from cover.

The insured organisation is obliged to

- 4.1 notify ARAG Allgemeine in writing without delay upon becoming aware of
- 4.1.1 any incident which, following clarification of the facts, could prove to be an insured event,
- 4.1.2 any insured event,
even if it cannot or does not wish to assert any claims for compensation;
- 4.2 to confirm in writing, at the request of ARAG Allgemeine, that the insured organisation's claim for damages against the insured persons or any other third party, arising from an insured event, has been transferred to ARAG Allgemeine in accordance with Section 86 of the Insurance Contract Act (VVG), insofar as ARAG Allgemeine has compensated the insured organisation for the loss. Insofar as rights granted to secure claims for damages are not transferred by operation of law, the insured organisation must assign them to ARAG Allgemeine.
ARAG Allgemeine shall not exercise the rights transferred to or assigned to it against insured parties in respect of whom an insured event has occurred in accordance with Section B, Part VI, Clause 2.2;
- 4.3 to report every claim to the police without delay in accordance with Section B, Part VI, Clause 2.2;
- 4.4 to obtain the insurer's prior written consent before assigning any claims arising from the insurance contract .

5. Legal expenses insurance

Insurer: ARAG SE

Obligations following an insured event

- 5.1 If the insured person asserts a legal expenses claim, they must inform ARAG SE fully and truthfully of all the circumstances of the legal expenses claim, as well as provide evidence and make documents available upon request.
- 5.2 The insured person must,
 - 5.2.1 to grant power of attorney to the solicitor appointed to represent his interests, and to inform him fully and truthfully of the facts of the case, to provide him with the evidence, to supply any information required and to obtain the necessary documents;
 - 5.2.2 to provide ARAG SE with information on the status of the matter upon request;
 - 5.2.3 provided that his interests are not unreasonably prejudiced,
 - 5.2.3.1 to obtain ARAG SE's consent before bringing legal proceedings or lodging appeals;
 - 5.2.3.2 to await the final decision in any other court proceedings that may have factual or legal significance for the intended legal dispute before bringing an action;
 - 5.2.3.3 to avoid anything that might lead to an unnecessary increase in costs or make it more difficult for the other party to reimburse them.

III. Consequences of breaches of obligations (all branches of insurance)

Unless otherwise provided for in Part II regarding the individual lines of insurance, the following applies:

1. If an obligation under this contract is breached intentionally, the insured person shall lose their insurance cover. In the event of a breach of an obligation due to gross negligence, the respective insurers shall be entitled to reduce their benefit in proportion to the severity of the insured person's fault.
2. If the insured person can prove that they did not breach the obligation through gross negligence, the insurance cover remains in force.
3. Insurance cover shall also remain in force if the insured person proves that the breach of the obligation was not the cause of either the occurrence or the determination of the insured event, nor of the determination or the extent of the benefit payable by the respective insurers. This shall not apply if the insured person has breached the obligation fraudulently.
4. In the event of a breach of a duty to provide information or clarification existing after the occurrence of the insured event, the respective insurers' total or partial exemption from liability is subject to the condition that the respective insurer has drawn the insured's attention to this legal consequence by means of a separate written notice.

IV. Limitation period, place of jurisdiction, national law and language

1. Limitation period

- 1.1 Claims arising from this insurance contract are subject to a limitation period of five years. The calculation of this period is governed by the general provisions of the Civil Code.
- 1.2 If a claim under the insurance contract has been reported to the relevant insurer, the limitation period is suspended from the date of the report until the date on which the relevant insurer's decision is received by the insured in writing.

2. Place of jurisdiction/competent court

- 2.1 In addition to the places of jurisdiction under the Code of Civil Procedure (ZPO), the court in whose district the SBR has its registered office at the time the action is brought, or in which the insured party has their place of residence or registered office at the time the action is brought, or, in the absence of such a place, their habitual residence, shall also have jurisdiction over claims arising from the insurance contract.
- 2.2 In the case of claims arising from the insurance contract against SBR or the insured party, exclusive local jurisdiction lies with the court in whose district SBR has its registered office at the time the claim is brought, or in which the insured party has their place of residence or registered office at the time the claim is brought, or, in the absence of such a place, their habitual residence.

3. Governing Law

This contract is governed by German law. The contract language is German.

V. Embargo clause

Notwithstanding the other provisions of this contract, insurance cover shall only apply insofar as and for as long as this is not precluded by economic, trade or financial sanctions or embargoes of the European Union or the Federal Republic of Germany directly applicable to the contracting parties.

This also applies to economic, trade or financial sanctions or embargoes imposed by the United States of America, provided that this is not precluded by the laws of the European Union or the Federal Republic of Germany.

D. Information on possible supplementary insurance

I. Supplementary motor insurance with legal protection

Running a sports club also involves transporting people to and from events at which they are required to attend in their capacity and on behalf of the club. This is usually carried out by members, friends or patrons of the club using their private cars. But what if the vehicles are damaged in an accident whilst on the road? What if the vehicle needs to be recovered and towed, or if an accident leads to a legal dispute?

Every club should be prepared for this and ensure that the vehicles are adequately insured.

ARAG Sports Insurance therefore offers all clubs and associations supplementary motor insurance with legal protection.



Please contact your insurance office or visit www.ARAG-Sport.de to find out more and calculate the costs yourself.

Application forms are available from the insurance office or online.

<https://www.arag.de/vereins-kfz-zusatzversicherung/>

II. Insurance cover for non-members

Many clubs offer taster sessions or special sports courses/programmes to attract new members. However, non-members are not covered by the SBR's sports insurance. Insurance cover for this group can be arranged easily and affordably by the club through the SBR's insurance office.



Please contact your SBR insurance office or visit <https://www.arag.de/nichtmitglieder-versicherung/> to find out more and calculate the cost yourself

III. Financial loss liability insurance and DGO cover

Board members, managers and legal representatives of sports federations and clubs are frequently held liable for damages by third parties as well as by their own members in the event of potential 'erroneous decisions'.

In the event of such claims, the sports insurance provides cover under financial loss liability and DSO insurance (see sections B. V. and B. VI.) up to a limit of €125,000 per claim. If there is a desire or need for higher cover, these sums insured can, for example, be increased to €500,000.

You can obtain information from the insurance office or online.

IV. Travel insurance

For trips or travel events for which special insurance cover must be arranged, a travel insurance policy is available for the SBR, the professional associations and clubs, as well as the travellers, which can be requested from the SBR Insurance Office or taken out online.

In this context, it is essential to note that insurance is mandatory for the club or association as a tour operator under the existing legal provisions of Section 651r of the German Civil Code (BGB) if, amongst other things, at least two individual services are provided which are not of minor importance and are usually also provided by a commercial tour operator; These include, for example, the hire of transport, accommodation and catering.

Participants can take out a combined liability and accident insurance policy, as well as additional travel luggage insurance or – for trips abroad – international travel health insurance.



The SBR Insurance Office is available to provide information and advice.

<https://www.arag.de/sport-reiseversicherung/>

V. Event insurance

National and international championships are organised by the relevant national governing body, which generally delegates the hosting of the event to a regional association or club. Such events are not covered under standard sports insurance, as they generally require individual assessment. In addition to the specific risks associated with such events, additional income from advertising or television rights can also be insured.



A comprehensive quote can be requested via the SBR Insurance Office, tailored to your individual insurance needs and requirements. <https://www.arag.de/vereinsversicherung/sportversicherung/rheinland/>

VI. Insurance cover for construction projects/properties

In sports liability insurance, builder's liability insurance – which is essential for construction projects – is already included up to a specified construction sum. However, if this construction sum is exceeded, the cover provided by the sports insurance ceases to apply; it can, however, be taken out easily and at a reasonable price, with a credit applied for any amount not exceeding the construction sum set in the sports insurance, as only the excess amount is subject to a premium. In addition, it may also be advisable to take out building works insurance and fire insurance for the shell of the building.

Further information on this is available from the insurance office.

VII. Foreign guests

Clubs often invite foreign guests to their sporting events. For these individuals, insurance cover can be arranged under accident, liability and health insurance policies for the duration of their short-term stay in Germany.

The insurance office has special registration forms available.

VIII. Lost keys

Clubs or their designated members (such as coaches or instructors) are often issued with a key for the use of local sports facilities. To protect the club or its representatives from the costs incurred if this key is lost, the sports insurance policy covers such losses up to an agreed maximum sum. To cover claims that exceed the sum insured or relate to the club's own keys, it is possible to take out appropriate supplementary insurance (see also B. V. Supplementary Financial Loss Insurance).

Further information is available from the insurance office.

IX. Pet owner's liability insurance

It is essential for riding and driving clubs to take out liability insurance as owners or keepers of horses owned by the club or by third parties; this ensures that insurance cover is in place both when the horses are used within the club's activities (for example, during lessons for club members) and outside of club sports (use by non-members). It is also necessary to take out animal owner's liability insurance for horses owned by members, i.e. privately owned horses. Please also note the special information sheet for members of riding and driving clubs and the Riding Association of the Sportbund Rheinland e.V.



Please contact the insurance office. <https://www.arag.de/vereinsversicherung/sportversicherung/rheinland/>

X. Building insurance

Property insurance of any kind is not covered by the SBR's sports insurance. To assess whether, and if so in what form, insurance cover can be provided, an individual risk assessment must be carried out (e.g. location of the building, construction type, type of roofing). Depending on requirements, building insurance may include cover against fire, water damage, storm and hail damage, as well as other natural hazards.



Please contact the insurance office for further details.
<https://www.arag.de/vereins-gebaeudeversicherung/>

XI. Sports Club Cover (Inventory Insurance)

In the 'Basic' package, ARAG covers the costs of damage to club property caused by fire, water damage, storm and hail.

The "Comfort" package offers enhanced cover. In addition to the cover provided by the Basic package, ARAG covers equipment stolen from club premises or sports halls during a burglary, as well as any vandalism damage caused in the process. ARAG also reimburses for equipment lost or damaged during a robbery at the club premises or whilst being transported.

The Premium cover extends beyond the benefits of the Comfort package to include insurance for electronic devices – even in cases of negligence or operator error. If sports equipment, clothing or gear is damaged during a journey undertaken for club purposes, ARAG's "Car Contents Insurance" will cover the costs. This applies even if the club member is travelling in a private car or if the equipment is borrowed. The unbeatable bonus of ARAG Sports Club Cover is the "Online Claims Management" service, which is included in all three product packages.



Please contact the insurance office for further details.
<https://www.arag.de/sport-vereinsschutz/>

XII. Business liability insurance for commercial enterprises

If, in addition to the statutory (non-profit) club sports activities, there are also commercial operations (taxable commercial operations in accordance with Section 64 of the German Fiscal Code), it is generally necessary to take out separate public liability insurance for these operations.

No additional business liability insurance is required provided the business is conducted in connection with short-term events. Similarly, the club's operation of public club catering facilities and sports facilities (e.g. fitness studios, riding centres, tennis courts or swimming pools) is covered by the sports insurance policy.

The insurance office is happy to provide advice.

XIII. Hunting and sporting weapons insurance

Sport shooters have the option of insuring their sporting firearms and other equipment. The firearms/equipment are then covered against loss, damage and destruction.

The insurance office is also your point of contact for this.

XIV. Cyber protection for sports clubs

ARAG Cyber Protection for sports clubs safeguards your ability to operate and protects you from the financial consequences should your club's data be stolen or misused. If sensitive data relating to club members or sponsors is compromised, the damage to your reputation is at least as serious as the financial loss incurred. Even a lost laptop or smartphone can lead to data misuse.

We will address issues with your systems as quickly as possible and cover your financial losses – regardless of the type of cyber attack that caused them. To minimise disruption to your sports operations, we provide you with a team of selected IT specialists.

Insure yourself against direct, targeted attacks via the internet on your club's IT systems or website. These may be damaged, destroyed, altered, blocked or misused, for example through

- unauthorised access to personal data
- unauthorised acquisition of the club's login credentials
- Alterations to the club's website

The cover also includes non-targeted cyber attacks involving the transmission of malware (such as viruses, worms and Trojans). You are covered for up to €10,000 in the event of non-targeted online attacks. In the event of targeted online attacks, we offer cover with a choice of sums insured of €100,000, €150,000 or €250,000. The excess is €500.



Please contact your insurance office or take out CyberProtection online.
<https://www.arag.de/sport-cyberschutz/>

XV. Group accident insurance

Cover is already provided under the terms of the sports insurance policy (see Section B. I.). The benefits agreed there are primarily intended for serious accidents, whilst health impairments resulting in a degree of disability of less than 10 per cent are not to be borne by the group.

However, if your club wishes to offer its members accident insurance cover from a disability level of 1 per cent, it is possible to take out additional accident insurance as supplementary cover to the accident insurance provided to all clubs through SBR membership, in accordance with the terms of the sports insurance policy.

Please contact your insurance office in Koblenz for further details. Our colleagues will be happy to provide you with a no-obligation quote.

XVI. Insurance against damage to rented property

Liability claims arising from damage to borrowed, leased, rented or otherwise entrusted third-party property, so-called 'damage to rented property', are covered under the liability and environmental liability insurance with various maximum compensation limits (see Sections B. II. Clause 2.12 and B. III. Clause 1.1). If you require higher cover for damage to rented property, you can request a suitable quote from the insurance office.

XVII. Tent insurance

Sports liability insurance does not provide cover for damage to hired or borrowed marquees and their fittings (see Section B. II. Clause 2.9.2).

If an insured organisation hires or rents a marquee for the purpose of holding an event, ARAG offers additional cover in the form of marquee insurance.

Cover can be provided for tents, including the furniture provided by the tent hire company (stage, tables, benches, chairs and flooring), beer taps, fridges, dishwashers and deep-fat fryers.

If you are interested, please contact the insurance office.

E. Guidance in the event of a claim

I. What you must bear in mind in the event of a claim:

1. Please report every claim immediately to:

ARAG Allgemeine Versicherungs-AG Insurance Office at
Sportbund Rheinland e.V. (SBR) Rheinau 11
56075 Koblenz
Telephone: 0261 13 49 33 30
Email: vsbkoblenz@ARAG-Sport.de
www.ARAG-Sport.de

Please use the following postal address:
ARAG Allgemeine Versicherungs-AG Insurance Office at
Sportbund Rheinland e.V. 40464 Düsseldorf
Fax: 0211 963 3626

Please note: Post is processed electronically at a central location in Düsseldorf

Please ensure you include your club number.



You can find the latest claim forms at www.arag-sport.de.
<https://www.arag.de/service/kundenservice/schadensmeldung/vereine-und-verbaende/?lsbid=0>

2. Each club should designate a person responsible for recording and processing claims.
3. Please only report claims using the designated forms.
4. Please ensure that the claims forms are completed carefully, in full and truthfully. This will save unnecessary queries and allow the claim to be processed more quickly.
5. All invoices for medical treatment resulting from an accident must first be submitted to other insurers (for example, statutory or private health or accident insurance, a benefits agency or the social security provider). Costs arising from the consequences of an accident will only be covered within the scope of the insurance after the other insurers have paid out first.
- Important: Statutory co-payments (personal contribution towards inpatient hospital stays, physiotherapy, pharmacy, surgery or emergency fees, and travel costs) are not reimbursable under the sports insurance.
6. In any subsequent correspondence, please always quote the club number or claim number. This will significantly speed up the processing of your claim.
7. Please follow all instructions from the insurance office at Sportbund Rheinland e.V. so that every claim can be settled quickly and without red tape. Do everything you can to keep the damage to a minimum.
8. If you have any general questions about sports insurance, please contact the insurance office at Sportbund Rheinland e.V.

II. Information regarding sports and DGO insurance/financial loss liability claims

1. The claim form must never be completed by the injured party.
2. Do not settle claims yourself and do not admit liability.
3. In the event of a default summons or enforcement proceedings, an objection or appeal must be lodged immediately with the relevant local court within the prescribed time limits. Please then forward the documents without delay to the insurance office at Sportbund Rheinland e.V.
4. Do not correspond with the injured party yourself; instead, forward all correspondence immediately to the insurance office at Sportbund Rheinland e.V.
5. Claims where the damage is estimated to exceed €1,500 must be reported immediately by telephone to the insurance office at Sportbund Rheinland e.V.
6. Claims relating to financial loss liability and/or DSO claims are handled on behalf of and in the name of the lead insurer – ARAG Allgemeine Versicherungs-AG – by the participating insurer – ERGO-Versicherung AG.

III. Guidance on fraud claims

1. Please report all fidelity claims informally to the insurance office at Sportbund Rheinland e.V.
2. When reporting, please provide a detailed and careful account of:
 - the facts of the case
 - the circumstances of the loss
 - A list of the items lost, stating their value
3. Please only file a criminal complaint in consultation with the insurance office at Sportbund Rheinland e.V. unless you are legally obliged to do so immediately.

IV. Notes on legal expenses claims

1. Please report all legal expenses claims informally to the insurance office at Sportbund Rheinland e.V.
2. Please enclose the following with your report
 - a statement of the facts
 - documents relating to the legal expenses claim (notice of criminal/administrative fine with a copy of the letter of objection; demand letter; contracts, etc.)
 - your preferred solicitor

If you do not know of a solicitor, the insurance office at Sportbund Rheinland e.V. will appoint a solicitor admitted to the relevant court.
3. You must lodge an appeal against penalty notices or summary penalty orders with the authority named in the notice within two weeks of receipt; no statement of grounds is required.
4. As many legal procedures are subject to time limits, you should provide the insurance office at Sportbund Rheinland e.V. with the aforementioned information as soon as possible.



Side by side for sport

Our aim is to ensure your club remains competitive. Your insurance office at Sportbund Rheinland e.V. is here to support you in this.

We'd be happy to advise you in person ✓, over the phone, ✓ via video conference, ✓ in person at the insurance office.

More information at www.ARAG-Sport.de Or simply get in touch with us!

Your insurance office at Sportbund Rheinland e.V. ARAG
Allgemeine Versicherungs-AG
Telephone 0261 13493330 · vsbkoblenz@ARAG-Sport.de



Jost Schäfer,
Office
Manager



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As an independent, high-quality insurer, we offer our customers insurance cover tailored to their needs. In the field of sports insurance, we have been providing specialist insurance services for over 50 years to more than 20 million people in sports clubs and associations.

Working closely with Ruhr University Bochum and the German Sport University Cologne, we contribute our expertise to sports injury research, thereby making a significant contribution to making both grassroots and elite sport safer.