Gesamtverband der Versicherer

Non-binding recommendation by the GDV (German Insurance Association)
Use optional. Other terms and conditions subject to agreement.
In case of deviations, only the German wording shall be binding and prevail

# Aviation Accident Insurance Conditions

# (LUB 2008)

GDV standard conditions

(Status: November 2007)

Contents



## Scope of cover

### 1 Subject matter of the insurance

1.1 The Insurer provides cover for accidents that the Insured suffers during the policy term.

1.2 The insurance cover applies to accidents that occur anywhere in the world

1.2.1 between boarding and deboarding an aircraft, including those that occur in the process of boarding/deboarding. Insurance cover extends to accidents occurring at airports or landing fields during stopovers as well as in the immediate vicinity of the aircraft during emergency landings,

1.2.2 – if agreed in the policy wording or its annexes – during the use of aerial sports equipment, including landing manoeuvres,

1.2.3 also during the conveyance of passengers on behalf of airlines. The insurance cover remains in place if the Insured temporarily leaves the substitute aircraft, but does not extend to accidents that occur if the period spent outside the aircraft is used for purposes not directly connected with the act of conveyance.

1.3 An accident is any sudden, involuntary, external event that results in physical injury to the insured person.

1.4 An accident shall also be deemed to have occurred if, through increased exertion of the limbs or spinal column,

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

1.5 Reference is made to the provisions concerning limitation of benefits (section 3) and to the exclusions (section 4). These apply to all types of benefit.

### 2 Types of benefit

The types of benefit that may be agreed under this policy are described either below or in the Supplementary Conditions.

The agreed benefit types and sums insured are shown in the contract wording.

2.1 Disability benefit

2.1.1 Conditions of eligibility for the benefit:

2.1.1.1 The Insured's physical or mental capacity is permanently impaired (disability) as a result of an accident. An impairment is considered to be permanent if it is likely to last for more then three years and no change in status is to be expected.

The disability arises

- within one year of the accident and
- is confirmed in writing by a physician and reported to the Insurer within 15 months of the accident.

2.1.1.2 If, as a result of injury sustained in the accident, the Insured dies within one year of the date of said accident, he/she shall have no claim to disability benefits.

2.1.2 Nature and amount of benefit payable:

2.1.2.1 The disability benefit shall be paid out as a capital sum.

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

2.1.2.2.1 The following degrees of disability apply exclusively in the event of the loss or functional impairment of the parts of the body or sensory organs indicated below:

- Arm
  70%
- Arm to above the elbow joint
  65%
- Arm to below the elbow joint
  60%
- Hand
  55%
- Thumb
  20%
- Index finger
  10%
- Other finger
  5%
- Leg above mid-thigh
  70%
- Leg up to mid-thigh
  60%
- Leg up to the knee
  50%
- Leg up to mid-calf
  45%
- Foot
  40%
- Big toe
  5%
- Other toe
  2%
- Eye
  50%
- Hearing in one ear
  30%
- Sense of smell
  10%
- Sense of taste
  5%

In the event of partial loss or partial functional impairment, the corresponding proportion shall be determined of the applicable percentage as shown above.

2.1.2.2.2 For any other parts of the body or sensory organs, the degree of disability shall be measured by the extent of overall impairment to normal physical or mental functioning. Only medical considerations shall be taken into account when measuring this.

2.1.2.2.3 If any affected parts of the body or sensory organs or the functional ability thereof were already permanently damaged prior to the accident, the degree of disability shall be reduced to the extent of the prior disability. Such degree of disability shall be calculated in accordance with sections 2.1.2.2.1 and 2.1.2.2.2.

2.1.2.2.4 If the accident results in the impairment of several physical or sensory functions, the degrees of disability calculated in accordance with the foregoing provisions shall be added together, but shall not exceed a total degree of disability of 100%.

2.1.2.2.5 If an accident as described in these provisions and the application of section 3 result in the Insured having a degree of disability of at least

70% before he/she reaches the age of 25,

80% before he/she reaches the age of 50,

90% before he/she reaches the age of 65,

the Insurer shall pay double the disability benefit. The Insured's age at the time of the accident is decisive in this calculation.

The additional benefits are limited to an amount of EUR 200,000 for each insured person.

If the Insured is covered by any other aviation accident insurance policy with the same Insurer or another insurer and that policy also includes a similar limitation of the sum insured, this maximum amount applies in the aggregate for all the insurance policies.

2.1.2.3 If the Insured dies

- from any cause unrelated to the accident within one year of the accident or
- from any cause whatsoever later than one year after the accident,

and a claim for disability benefits had previously arisen, the Insurer shall pay benefits based on the degree of disability which would have been

reasonably expected based on the medical examination conducted.

2.2 Provisional benefit

2.2.1 Conditions of eligibility for the benefit:

The Insured's normal physical or mental capacity in occupational or non-occupational environments is still impaired – as a result of an accident and without the involvement of illnesses or infirmities –

- by 100% three months after the date of the accident (first level) or
- by at least 50% six months after the date of the accident (second level).

This impairment has persisted without interruption during the above-mentioned time periods.

The Insured has lodged a claim for the impairment with the Insurer within four months of the accident at the latest (for the first level) and within seven months of the accident at the latest (for the second level) and has provided the Insurer with a doctor's certificate.

2.2.2 Nature and amount of benefit payable:

The provisional benefit payable for the first level amounts to half the agreed sum insured and, for the second level, to the full agreed sum insured. Any benefit paid for the first level is taken into account for the second level.

2.3 Per-diem benefit

2.3.1 Conditions of eligibility for the benefit:

As a result of an accident

- the Insured's capacity to work has been impaired and
- the Insured is being treated by a physician.

2.3.2 Amount and duration of the benefit:

The per-diem benefit is calculated on the basis of the agreed sum insured. It is graded in accordance with the degree of occupational disability ascertained.

The per-diem benefit is paid from the day of the accident for as long as the Insured is in medical treatment, but for no longer than one year.

2.4 Hospital daily benefit

2.4.1 Conditions of eligibility for the benefit:

As a result of an accident, the Insured is receiving medically necessary treatment in a hospital.

Treatments at health spas and stays in sanatoriums and recreation homes are not considered to be medically necessary.

2.4.2 Amount and duration of the benefit:

The daily hospital benefit is paid on the basis of the agreed sum insured for every full calendar day spent in treatment in hospital, but for no longer than two years, calculated from the day of the accident.

2.5 Death benefit

2.5.1 Conditions of eligibility for the benefit:

The Insured dies within one year as a result of an accident.

Reference is made to the special obligations described in section 5.5.

2.5.2 Amount of the benefit:

The death benefit paid amounts to the agreed sum insured.

2.6 Passenger seat accident insurance

2.6.1 If, under passenger seat accident insurance, all the seats belonging to a defined group in an aircraft are insured for a lump sum, every person covered by the insurance who was in the aircraft at the time of the accident is insured for that portion of the lump sum calculated by dividing the total lump sum insured by the number of persons.

2.6.2 If, at the time of the accident, the number of passengers on board exceeds the number of insured seats, the insured benefits are divided between the passengers on a pro rata basis.

**3 Limitation of benefits owing to illness or infirmity**

If any illness or infirmity has contributed to the injury caused by the accident or to the consequences thereof,

- the percentage degree of disability (in the case of disability),
- the benefit payable in the event of death and, unless otherwise agreed, all other benefits

shall be reduced in proportion to the contributing share of the illness or infirmity.

However, no reduction shall be applied if the contributing share is less than 25%.

**4 Exclusions**

4.1 No insurance cover is provided for the following types of accidents:

4.1.1 Accidents suffered by the Insured in his/her capacity as a pilot if, at the time of the accident, the Insured did not have the prescribed permits, required authorisations or professional qualifications or the aircraft in question was not in a condition that complied with the legal provisions or official regulations governing the ownership and operation of aircraft and/or if any necessary official licences had not been granted;

4.1.2 Accidents suffered by the Insured as a result of mental disorders or impairment of consciousness, also to the extent that they are due to drunkenness, or as a result of strokes, epileptic fits or other types of fit or convulsion affecting the Insured's whole body.

Insurance cover is provided, however, if these disorders or fits were caused by an accident covered by this policy;

4.1.3 Accidents suffered by the Insured as a result of a deliberate criminal act on the Insured's part or an attempt to commit such an act.

4.1.4 Accidents caused directly or indirectly by acts of war or civil war.

Cover is granted, however, if the Insured is taken unawares by acts of war or civil war while travelling abroad.

This insurance cover expires at the end of the seventh day after the outbreak of war or civil war in the national territory of the state in which the Insured is staying.

This extension is not valid for trips to or through states in whose territory a war or civil war is already in progress. Further, it is not valid in cases of active participation in wars or civil wars or for accidents caused by CBR weapons and in connection with war or warlike actions between China, Germany, France, Great Britain, Japan, Russia or the USA.

4.1.5 Accidents caused directly or indirectly by nuclear energy.

4.2 The following types of impairment are also excluded:

4.2.1 Damage to intervertebral discs, bleeding from internal organs and cerebral haemorrhages.

However, insurance cover shall be granted if the complaint is primarily attributable to an event covered under this policy, as defined in section 1.3.

4.2.2 Damage to health due to radiation.

4.2.3 Damage to health due to therapeutic measures or medical interventions carried out on the Insured.

Insurance cover is granted, however, if the therapeutic measures or medical interventions in question, even those involving the use of radiation for diagnostic or therapeutic purposes, were necessitated by an accident covered by this policy.

4.2.4 Infections.

4.2.4.1 Infections shall also be excluded even if they were caused by

- insect stings or bites, or
- other minor injuries to the skin or mucous membranes

through which the pathogen entered the body either immediately or at a later date.

4.2.4.2 However, insurance cover shall apply in respect of:

- rabies, tetanus and
- infections where the pathogen entered the body through an accidental injury that is not excluded in section 4.2.4.1.

4.2.4.3 Section 4.2.3 sentence 2 applies *mutatis mutandis* for infections caused by therapeutic measures or interventions.

4.2.5 Poisoning through the ingestion of solid or liquid substances via the throat.

4.2.6 Pathological disorders caused by psychological reactions, even if they were the result of an accident.

4.2.7 Abdominal or lower abdominal hernias.

However, cover shall be granted where these are caused by a violent act or external impact falling within the scope of this policy.

**Claims**

**5 Obligations after occurrence of an accident**

5.1 Following an accident that is likely to result in the Insurer's obligation to indemnify, the Policyholder or the Insured must consult a physician without delay, follow the physician's instructions and advise the Insurer thereof.

5.2 The Policyholder or Insured must truthfully complete the accident notification form provided by the Insurer and return it to the latter without delay; any additional pertinent information requested by the Insurer must likewise be provided without delay.

5.3 If physicians are appointed by the Insurer, the Insured is obliged to submit to medical examination by the former. The Insurer shall bear any costs incurred in this context, including any loss of earnings.

5.4 Any physicians who have treated or examined the Insured – even on other occasions – as well as other insurance companies or carriers, and authorities must be authorised to provide any information required.

5.5 If the accident results in death, the Insurer must be notified of this fact within 48 hours, even if the Insurer has already been notified of the accident.

If deemed necessary, the Insurer shall be given the right to ask a physician of its choice to perform an autopsy.

**6 Legal consequences of breach of obligation**

If any of the obligations in section 5 is wilfully breached, the Insurer is released from its obligation to indemnify. In the case of breach of obligation due to gross negligence, the Insurer is entitled to reduce its indemnity in proportion to the degree to which the Policyholder was at fault. Both these provisions apply only if the Insurer had already informed the Policyholder in a separate written communication of the legal consequences of said breach.

If the Policyholder can prove that its breach of obligation was not due to gross negligence, its insurance cover remains in place.

The insurance cover also remains in place if the Policyholder can prove that the breach of obligation caused neither the occurrence or ascertainment of the insured event nor the ascertainment or scope of the Insurer's indemnification. This does not apply if the Policyholder fraudulently breached its obligation.

These provisions apply regardless of whether the Insurer exercises the right of termination to which it is entitled as a result of a breach of a precontractual duty of disclosure.

**7 Falling due of benefits**

7.1 The Insurer shall issue a written declaration to the Insured within one month (for disability claims: within three months) concerning whether and to what extent it recognises a claim. The above time periods commence with receipt of the following documents:

- evidence showing how the accident happened and what its consequences were
- in the event of a disability claim, additional evidence that the course of treatment has been completed, insofar as such evidence is required to assess the disability.

Doctors' fees incurred by the Policyholder in order to substantiate its claim shall be borne by the Insurer

- in the case of disability, up to ...‰ of the sum insured,
- in the case of provisional benefits, up to ...% of the sum insured,
- in the case of per-diem benefits, up to ... of the per-diem benefit rate,
- in the case of daily hospital benefits, up to ... of the daily hospital benefit rate.

The Insurer shall bear no other costs.

7.2 If the Insurer acknowledges the claim or if the Policyholder and the Insurer have agreed on the reason for and the amount of the claim, the Insurer shall pay the benefit within two weeks.

7.3 Once it has been established in principle that benefits are payable, the Insurer may advance the Insured suitable payments at the latter's request.

Before the conclusion of the course of medical treatment, any disability benefit claimed by the Insured within the first year following the accident cannot exceed the agreed death benefit.

7.4 Up to three years after the accident, both the Policyholder and the Insurer are entitled to have the degree of disability determined once a year by a physician. In the case of children below the age of 14, this period is extended from three to five years. This right must be exercised

- by the Insurer in connection with its written declaration of indemnification as per section 7.1,
- by the Policyholder within said time period.

If the final assessment results in a higher disability benefit than the Insurer had been paying, interest of ...% per year shall be payable on the additional amount.

**Policy term**

**8 Start and end of insurance cover / interruption of insurance during military missions**

8.1 Inception of insurance cover

Insurance cover commences at the time stated in the policy, provided that the Policyholder has paid the initial or single premium immediately upon its falling due as described in section 9.2.

8.2 Policy term and expiry

The insurance contract is concluded for the period specified in the policy wording.

If this is a period of at least one year, the contract is automatically renewed on expiry for a further year unless one of the contracting parties receives written notice of termination at least three months prior to the expiry of any policy year.

If the insurance contract is concluded for a period of less than one year, it expires on the appointed date without notice of termination being necessary.

8.3 Termination after occurrence of an insured event

Either party may terminate the insurance contract if the Insurer has paid an indemnity or if the Policyholder has filed a suit against the Insurer for payment of an indemnity.

The notice of termination must be delivered in writing to the other contracting party at the latest one month after payment of the indemnity or – in the case of legal action – after abandonment of action, admission, compromise or final judgement.

If the Policyholder has given notice of termination, the termination takes effect immediately upon delivery of the notice to the Insurer. The Policyholder may, however, specify that termination shall take effect at a later date, but not later than at the end of the current policy period.

Termination by the Insurer takes effect one month after delivery of the notice of termination to the Policyholder.

8.4 Interruption of insurance during military missions

The insurance cover is interrupted as soon as the Insured commences service in a military or similar formation that is involved in a war or warlike actions between China, Germany, France, Great Britain, Japan, Russia or the USA. The insurance cover is reinstated as soon as the Insurer receives notification that the mission has been completed.

**Insurance premium**

**9 Payment of premium; consequences of late payment**

9.1 Premium and insurance tax

The invoiced premium includes the insurance tax payable by the Policyholder at the applicable statutory rate.

9.2 Payment of premiums and consequences of late payment / initial or single premium

9.2.1 Due date and timeliness of payment

The initial or single premium falls due two weeks after receipt of the policy.

If the annual premium is payable in instalments, the first instalment of the first annual premium is regarded as the initial premium.

9.2.2 Inception of insurance cover at a later date

If the Policyholder pays the initial or single premium later than the due date, insurance cover shall not commence until the date of payment, provided the Policyholder was made aware of this legal consequence by means of a separate written communication or a prominent note in the policy wording. The above does not apply if the Policyholder can prove that non-payment was for reasons beyond its control.

9.2.3 Withdrawal

If the Policyholder fails to pay the initial or single premium on time, the Insurer may withdraw from the contract until such time as the premium is paid. The Insurer is not entitled to withdraw from the contract if the Policyholder can prove that non-payment was for reasons beyond its control.

9.3 Payment of premiums and consequences of late payment / subsequent premiums

9.3.1 Due date and timeliness of payment
Subsequent premiums fall due on the date agreed in each case.

9.3.2 Delay in payment

If any subsequent premium is not paid on time, the Policyholder shall – without a reminder having been sent – be deemed in arrears, unless the delay in payment is due to reasons beyond its control.

The Insurer is entitled to claim compensation for any losses sustained as a result of the delay in payment.

9.3.3 Request for payment

If any subsequent premium is not paid on time, the Insurer may, at the Policyholder's expense, inform the Policyholder in writing of a deadline for payment, which must be at least two weeks. This provision is valid only if the premium amount in arrears, interest and costs are set down separately in the communication and the legal consequences of failing to meet the deadline as described in sections 9.3.4 and 9.3.5 are stated.

9.3.4 Suspension of insurance cover

If the Policyholder is still in arrears with the payment upon expiry of the deadline for payment, insurance cover shall be suspended, provided that the Policyholder was informed of this consequence in the request for payment described in section 9.3.3.

9.3.5 Termination

If the Policyholder is still in arrears with the payment upon expiry of the deadline for payment, the Insurer may terminate the insurance contract with immediate effect, provided that the Policyholder was informed of this consequence in the request for payment described in section 9.3.

If the Insurer exercises its right of termination but the Policyholder pays the outstanding amount within one month, the contract shall be reinstated. However, cover is not reinstated for any insured events which may have occurred in the period between service of the notice of termination and payment of the outstanding amount.

9.4 Timeliness of payment in the case of direct debiting

If payment of the premium by direct debit from a bank account has been agreed, payment shall be deemed to have been made on time if the premium can be debited on the due date and the Policyholder does not revoke the authorised debit.

If the Insurer is unable to debit a due premium through no fault of the Policyholder, payment shall be deemed to have been made on time if it is made without delay upon receipt of the Insurer's written request for payment.

If the Insurer is unable to debit a due premium because the Policyholder has revoked the authorised debit or if, despite repeated attempts, the Insurer is unable to debit a due premium for reasons for which the Policyholder is responsible, the Insurer may insist on future payments being made by a procedure other than by direct debit. The Policyholder is not obliged to pay the premium until the Insurer has requested it in writing to do so.

9.5 Payment of premiums in instalments and consequences of late payment

If the annual premium is payable in instalments, the remaining instalments become due immediately if the Policyholder falls into arrears on any one instalment.

Further, the Insurer may insist on annual advance payments in future.

9.6 Premium in the event of premature termination

In the absence of any legal provisions to the contrary, the Insurer is entitled only to that part of the premium corresponding to the period actually covered if the insurance contract is terminated before the expiry of the insurance period.

**Other conditions**

**10 Legal status of the contracting parties**

10.1 If the insurance has been taken out to cover accidents occurring to other persons (third-party insurance), only the Policyholder – not the Insured – is entitled exercise its corresponding rights under this policy. Alongside the Insured, the Policyholder is responsible for meeting the obligations arising under this policy.

In the case of statutory insurance for air passengers, the individual insured persons are entitled to claim benefits from the Insurer on their own.

10.2 All the provisions of this policy that apply to the Policyholder apply *mutatis mutandis* to the latter's legal successors and to other claimants.

10.3 Prior to their falling due, claims on the insurance may not be transferred or ceded without the consent of the Insurer.

**11 Policyholder's precontractual duty of disclosure**

11.1 Accuracy and completeness of disclosure in respect of material facts

Before submitting its insurance application, the Policyholder must inform the Insurer in writing of all risk circumstances of which it is aware and details of which the Insurer has requested in writing and which are material to the Insurer's decision to conclude the insurance contract for the agreed scope and content. The Policyholder is also obliged to disclose such circumstances even if the Insurer poses the questions described in sentence 1 after the Policyholder has submitted its application and before the Insurer has accepted it. All circumstances are deemed relevant to the risk that might influence the Insurer's decision to conclude the contract at all or for the proposed scope and content.

If the insurance is to cover a third party, both that party and the Policyholder are responsible for reporting all material facts accurately and completely and for answering all questions directed to that party.

If a representative appointed by the Policyholder concludes the policy and the former is aware of a material fact, the Policyholder shall be deemed to have been aware of said material fact itself or to have fraudulently concealed it.

11.2 Withdrawal

11.2.1 Prerequisites for and exercise of right of withdrawal
Incomplete or inaccurate declarations made concerning circumstances of relevance to the risk entitle the Insurer to withdraw from the insurance contract.

The Insurer withdraws from the policy by issuing a corresponding declaration to the Policyholder.

11.2.2 Exclusion of the right of withdrawal

The Insurer is not entitled to withdraw from the contract if the Policyholder can prove that neither it nor its legal representative made the incomplete or inaccurate representations wilfully or in a grossly negligent manner.

The Insurer's right to withdraw from the contract in cases of gross negligence in disclosure does not apply if the Policyholder can prove that the Insurer would still have concluded the contract, albeit on other conditions, if it had been aware of the undisclosed circumstances.

11.2.3 Consequences of withdrawal

If the Insurer withdraws from the contract, the insurance cover lapses.

If the Insurer withdraws from the contract after occurrence of an insured event, it may not deny insurance cover if the Policyholder can prove that the incomplete or inaccurate representation had no effect on the occurrence of the insured event nor on the ascertainment or the amount of the indemnity paid by the Insurer. However, even in this case no insurance cover is granted if the Policyholder was in fraudulent breach of its duty of disclosure.

The Insurer is entitled to that portion of the premium covering the insured period until the date on which the notice of withdrawal takes effect.

11.3 Termination

If the Insurer's right of withdrawal is ruled out because the breach of duty of disclosure was neither wilful nor an act of gross negligence, the Insurer may terminate the contract subject to a notice period of one month.

The Insurer's right to terminate the contract does not apply if the Policyholder can prove that the Insurer would still have concluded the contract, albeit on other conditions, if it had been aware of the undisclosed circumstances.

11.4 Retroactive policy amendments

If the Insurer is unable to withdraw from or terminate the contract because it would still have concluded the contract, albeit on other conditions, if it had been aware of the undisclosed circumstances, these other conditions shall, at the Insurer's request, become part of the contract with retroactive effect. If the breach of duty was for reasons beyond the Policyholder's control, the other conditions shall form part of the contract commencing with the current policy period.

If the policy amendment results in a premium increase of more than 10% or if the Insurer excludes cover for the risk that the Policyholder failed to disclose, the Policyholder may terminate the contract without notice within one month of receiving the Insurer's notice.

11.5 Exercise of the Insurer's rights

The Insurer must exercise its rights as described in sections 11.2 to 11.4 in writing within one month. In so doing, it must name the circumstances on which its declaration is based. The one-month period commences on the date on which the Insurer became aware of the breach of that duty of disclosure on the basis of which it is exercising its rights.

The Insurer is entitled to exercise its rights as described in sections 11.2 to 11.4 only if it has informed the Policyholder of the consequences of a breach of duty of disclosure in a separate written communication.

The Insurer has no recourse to the rights described in sections 11.2 to 11.4 if it was aware either of the undisclosed circumstance or that the disclosure was inaccurate.

11.6 Avoidance

The Insurer's right to avoid the contract on the grounds of fraudulent misrepresentation remains unaffected. In the case of avoidance, the Insurer is entitled to that portion of the premium covering the insured period until the date on which the notice of avoidance takes effect.

**12 Period of limitation**

12.1 Claims arising under this policy are subject to a limitation period of three years. This time limit is calculated with reference to the general provisions of the German Civil Code.

12.2 If a claim under the insurance policy has been reported to the Insurer, it is exempt from limitation from the time it is reported until such time as the Insurer informs the Policyholder in writing of its decision in respect of the claim.

**13 Legal venue**

13.1 The jurisdiction for legal actions brought against the Insurer on the basis of this insurance policy resides with the competent court at the domicile of the Insurer or at the location of the branch office responsible for the insurance contract. The legal venue may also be the competent local court of the district in which the Policyholder was officially resident when the indictment was filed or, in the absence thereof, in which the Policyholder had its customary place of residence.

13.2 If the Policyholder is an individual, any legal actions concerning the insurance policy must be brought against him/her in a competent court of his/her official place of residence or, in the absence thereof, of his/her customary place of residence. If the Policyholder is a legal entity, the legal venue may also be determined on the basis of the Policyholder's place of domicile or that of its competent branch office. The same applies if the Policyholder is a general commercial partnership, a limited partnership, private partnership or registered limited partnership company.

13.3 If neither the Policyholder's official nor customary place of residence is known when the action is brought, the venue for any legal action against the Policyholder in connection with the insurance policy shall be determined on the basis of the Insurer's domicile or that of the branch office responsible for the insurance contract.

**14 Notifications, declarations of intent, change of address**

14.1 All notifications and declarations intended for the Insurer should be sent to the Insurer's head office or to the branch office designated as competent in the insurance policy or any endorsements thereto.

14.2 If the Policyholder has failed to notify the Insurer of a change of address, any declaration of intent to be made to the Policyholder may be sent by registered letter to the last address known to the Insurer. The declaration is deemed to have been received three days after being sent. The same applies *mutatis mutandis* if the Policyholder's name changes.

**15 Applicable law**

This contract is governed by German law.

## SUPPLEMENTARY CONDITIONS FOR GROUP ACCIDENT INSURANCE

Group insurance may be concluded with or without specifying the names of the insured persons. The agreed form is evident from the contract.

**1 Insurance policies with unnamed insured persons**

1.1 Insurance cover is provided for persons belonging to the group defined in the policy.

1.2 The insured persons must be defined and recorded in such a way that no doubts can arise as to whether or not an injured person belongs to the group of insured persons.

1.3 The Insurer shall regularly request the Policyholder to specify, within one month, the number of persons insured during the preceding time period. The information provided must be broken down by month and must give the highest number of persons insured in each monthly period. Average figures are not permissible.

If several groups of persons are covered, this information is required for each individual group.

*Alternative:*

1.3 The Policyholder is obliged to notify the Insurer by ... of the number of persons insured under the policy on ... of each year. If several groups of persons are covered, this figure is required for each individual group.

1.4 Based on the information provided by the Policyholder, the premium payable is calculated for the preceding time period (*alternative*: for the current policy year) and a premium statement is sent to the Policyholder.

1.5 The insurance cover for each insured person expires when that person leaves the Policyholder's employ or the association.

**2 Insurance policies with named insured persons**

2.1 Insurance cover is provided for the persons named in the policy.

2.2 Non-insured persons may be included in the insurance cover at any time provided the risk characteristics and the sums insured are identical with those of the persons already covered. Persons joining the policy are covered within the agreed scope as soon as the Insurer has received corresponding notification from the Policyholder.

2.3 Persons with different risk characteristics or with higher sums insured are insured only after agreement of the corresponding sum insured and the premium with the Insurer.

2.4 The Insurer is entitled to refuse insurance of an individual after assessing the risk. If the Insurer refuses to grant insurance, insurance cover expires one month after the Insurer issues its declaration.

2.5 Insurance cover for persons who are no longer to be covered by the policy expires at the earliest when the Insurer receives notification thereof from the Policyholder.

**3 Policy term**

**(Addendum to section 8 of the Aviation Accident Insurance Conditions – LUB 2008)**

3.1 Either contracting party may terminate the insurance cover for individual insured persons by written notification if the Insurer has paid an indemnity to the Policyholder following an accident or if the Policyholder has filed a suit against the Insurer for payment of an indemnity. The notice of termination must be delivered in writing to the other contracting party at the latest one month after payment of the indemnity or – in the case of legal action – after abandonment of action, admission, compromise or final judgement. Insurance cover expires one month after the party concerned has received the notification.

3.2 The insurance policy ends if business operations cease or the association is dissolved. A transfer of operations does not constitute cessation of operations.

## SPECIAL CONDITIONS FOR THE INSURANCE OF SUPPLEMENTARY BENEFITS

Over and above section 2 of the Aviation Accident Insurance Conditions (LUB 2008), the Insurer provides the supplementary benefits described below.

**1 Insured supplementary benefits**

1.1 Services

1.1.1 Following an accident covered under this policy, the Insurer shall bear the costs of search, rescue and recovery operations carried out by public or private search and rescue services insofar as the latter generally charge for their services.

These costs shall be covered even in cases where the accident was about to occur or where it was to expected to occur given the specific circumstances.

1.1.2 The Insurer shall inform the Policyholder of the options for medical treatment and, at the Policyholder's request, shall establish contact between the insured person's GP and the treating physician or hospital.

1.1.3 The Insurer shall reimburse the cost of conveying the injured person to the hospital or specialist clinic provided the transport was on the order of a doctor.

1.1.4 The Insurer shall reimburse the additional costs of conveying the injured person back to his/her place of permanent residence provided the additional costs were incurred on the order of a doctor or were unavoidable given the nature of the injury.

1.1.5 In the case of accidents occurring while the insured person was travelling abroad, the Insurer shall also reimburse the additional costs of accommodation and transport home for the insured person's partner and under-age children accompanying him/her on the journey.

1.1.6 If the insured person dies as a result of an accident in Germany, the Insurer shall reimburse the costs of transferring the insured person's remains to his/her last permanent place of residence.

If the insured person dies as a result of an accident abroad, the Insurer shall reimburse either the costs of burial abroad or the costs of transferring the insured person's remains to his/her last permanent place of residence.

1.2 Cost of cosmetic operations

1.2.1 Cosmetic operations are defined as any medical treatment following curative treatment, the purpose of which is to relieve any impairment to the insured person's external appearance resulting from an accident.

1.2.2 If the insured person has had a cosmetic operation following an accident covered under this policy, the Insurer shall reimburse verifiable

- doctor's fees and other costs of the operation,
- necessary costs for board and lodging in a hospital.

*(Optional)*

- cost of dental treatment and replacement incurred following the full or partial loss of incisor or cuspid teeth as a result of an accident.

*If optional provision is not included:*

The Insurer shall not reimburse the cost of dental treatment or replacement.

1.2.3 The cosmetic operation must be carried out within three years of the accident; in the case of insured persons who are minors at the time of the accident, the operation must take place before they reach the age of 21.

**2 Amount of supplementary benefits**

2.1 The amount of supplementary benefits payable is limited to the figure given in the policy.

2.2 The maximum amount for supplementary benefits as set down in the policy is excluded from any agreed increase in the other benefits and premiums.

**3 Prerequisites for supplementary benefits**

3.1 The supplementary benefits are payable only if a third party is not liable to pay them or contests its obligation to pay.

3.2 If the same insured person is covered under other aviation accident insurance policies with the same insurer, supplementary benefits may be claimed under one of these policies only.

**SUPPLEMENTARY CONDITIONS FOR GROUND ACCIDENT INSURANCE**

**1 Members of aerial sports associations**

1.1 The insurance covers ground accidents within Europe that the insured association member suffers while taking part in events that comply with the association's statutes, including participation in public aviation events.

1.2 The insurance cover extends to journeys made by means of terrestrial transportation under the auspices of the association. No insurance cover is provided for accidents that occur if the journey is extended or includes detours for reasons that are not directly related to the purpose of the journey as organised by the association.

**2 Spectators at aviation events**

2.1 The insurance covers ground accidents suffered by spectators during an aviation event in Europe within the boundaries of the premises on which the event is taking place. Spectators are defined as all persons with a valid entry ticket for the event.

2.2 Insurance also extends to all persons carrying out activities at the event on behalf of the Policyholder.

2.3 No insurance cover is provided for accidents suffered by persons taking part in flights.