

Customer information

for your commercial contents insurance

Information about the insurer

1.

Your contractual partner is
ERGO Versicherung AG
Victoriaplatz 1, 40477 Düsseldorf.

Chair of the Supervisory Board: Dr. Monika Sebold-Bender Executive Board: Dr. Markus Hofmann (Chair), Ralph Eisenhauer, Dr. Christoph Jurecka, Silke Lautenschläger, Thomas Rainer Tögel

Company headquarters: Düsseldorf
Register court: Düsseldorf Local Court HRB 36466

The main business activity of our company is the direct operation of all types of property and casualty insurance in Germany and abroad. This does not include credit insurance.

2. Information on the service

The insurance offers comprehensive protection for your business equipment, inventories, and goods. The following conditions apply: Combined conditions for commercial contents insurance (VBIG 12) and general section (AT 12). You will find more detailed information on the type, scope, due date, and fulfillment of our services in VBIG 12.

The total premium amount, including statutory insurance tax, and your preferred payment method can be found in the application or, if applicable, in the appendix to the application. In individual cases, there may be deviations from this, e.g., due to risk factors. In this case, we will inform you separately when we send you the insurance policy. You can then object to the conclusion of the contract. We will inform you separately about this right of objection. Further details on premium payment can be found in sections 3 to 6 of AT 12.

3. Information about the contract

The insurance contract is concluded when we, as the insurer, accept your application. Insurance coverage begins on the date specified in the application or, if applicable, in the appendix to the application. To this end, you must pay the first or one-time premium immediately after it becomes due in accordance with section 3 AT 12. You are bound to your application for one month.

Right of withdrawal

You may withdraw from the contract in writing (e.g., letter, fax, email) within 30 days without giving reasons. The period begins after you have received the following documents in writing: the insurance policy, the contractual provisions including the General Insurance Conditions, the further information pursuant to Section 7 (1) and (2) of the Insurance Contract Act in conjunction with Sections 1 to 4 of the VVG Information Requirements Ordinance, and this instruction. The timely dispatch of the revocation is sufficient to comply with the revocation period. Details on how to exercise your right of revocation and the legal consequences of revocation can be found in your application under "Revocation."

Information on the term can be found in section 2 AT 12.

Information on termination of the contract can be found in sections 2 and 13 AT 12.

The law governing the initiation and execution of the contract is that of Federal Republic of Germany. The court with jurisdiction for claims arising from the insurance contract can be found in Section 19 AT 12.

The German language is agreed for the terms and conditions, information, and communication during the term of the contract.

4. Information on out-of-court complaint and appeal procedures

4.1 We are currently committed to participating in the dispute resolution procedure before the Insurance Ombudsman e.V. as a general arbitration body. Consumers or persons in a consumer-like situation can address complaints to the Insurance Ombudsman e. V. In addition, possibility – also for entrepreneurs – to address their complaint to the Federal Financial Supervisory Authority (BaFin).

4.2 The address of the Insurance Ombudsman Association is: Versicherungsombudsmann e. V., Postfach 080632, 10006 Berlin. It can be reached online at: www.versicherungsombudsmann.de. The Insurance Ombudsman is an independent arbitration body. The procedure is free of charge for consumers or persons in a consumer-like situation.

If the Insurance Ombudsman decides in your favor, we are bound to pay up to an amount of 10,000 euros. However, you are not bound by the decision.

The Ombudsman will only deal with your complaint if you have first asserted your claim against us. You must have given us six weeks to assess the claim conclusively. Your claims are not time-barred for the duration of the proceedings.

4.3 For consumers: If you have concluded the contract electronically (e.g., via a website or by email), you can also contact the European Union's online dispute resolution platform if you have any complaints. You can find this on the "Your Europe" portal.

Your complaint will then be forwarded to the Insurance Ombudsman e. V. via the platform for out-of-court online dispute resolution.

4.4 The address of BaFin is: Bundesanstalt für Finanzdienstleistungsaufsicht, Graurheindorfer Straße 108, 53117 Bonn.

BaFin can be reached online at: www.bafin.de.

A complaint form can be found at: www.bafin.buergerservice-bund.de/versicherung.aspx.

Submit your complaints in writing or text form. The complaint must include the facts of the case and the reason for the complaint. BaFin cannot make binding decisions on individual disputes and does not issue legal opinions. It only examines whether the decision is legally objectionable.

4.5 You still have the option of seeking legal assistance.



Related conditions (VBIG 12)

Combined Conditions for Commercial Contents Insurance (VBIG 12)

1	Insured Property, data and programs	2
Loss of earnings	3 Insured costs and damage;	General
exclusions		
5	Fire 6 Burglary 7	Tap water
Storm/hail 9	Flooding/backwater 10	Other
Natural hazards 11	Extended Coverage	Hazards
Unnamed hazards 13	Hazards for damage to the contents of the motor vehicle 14	Place of insurance
15		
Special contractually	increases in risk and	
	agreed safety regulations	
16	Insured value;	Insured sum
Adjustment of sums insured 18		Scope of the
Compensation 19		
Restored items 20	Sale	of
insured items 21	Premium calculation	and
premium adjustment		

1 Insured items, data, and programs

Items, data, and programs according to sections 1.1 to 1.3 are insured collectively, i.e., under one item.

1.1 Insured movable items

The movable property specified in the insurance contract is insured.

Movable property is

- 1.1.1 Technical and commercial operating equipment, including
- (1) the personal effects of employees, insofar as these are usually located within the insured location or are there at the employer's request.
No compensation shall be paid if compensation can be claimed under another insurance contract;
 - (2) items installed in the building which the policyholder, as tenant or lessee, has procured or taken over at his own expense and for which he bears the risk;
 - (3) samples, display models, prototypes, and exhibition items, as well as type-specific production equipment no longer required for ongoing production.

1.1.2 Standard operating supplies and goods,

1.1.3 non-operational stocks and goods up to the agreed compensation limit for these.

1.2 Insured data and programs

Data and programs are not physical objects. However, the following are insured

- 1.2.1 within the scope of the business equipment, the data and programs necessary for the basic function of the insured business equipment (these are system program data from operating systems or equivalent data) as well as mass-produced programs;

1.2.2 in the context of inventories and goods, the data and programs stored on an insured data carrier intended for sale;

1.2.3 other data and programs within the scope of the costs of restoring business documents in accordance with Section 3.8.

Other data and programs are individual programs and

Contents insurance

individual data, provided that this data and these programs are neither necessary for the basic function of an insured item nor are they mass-produced programs or stored on a data carrier intended for sale.

1.3 Ownership; insured interests

1.3.1 Movable property is only insured if the policyholder

- (1) is the owner;
- (2) acquired them under retention of title or leased them with a purchase option that had not yet expired or had already been exercised at the time of the damage;
- (3) they have transferred ownership by way of security.

1.3.2 Beyond the provisions of Section 1.3.1 (2) and (3), third-party property is only insured if it belongs to the insured items by its nature and has been entrusted to the policyholder for processing, use, safekeeping, or sale, and if the policyholder has not demonstrably agreed, in particular with the owner, that the third-party property does not need to be insured by the policyholder.

1.3.3 The insurance under sections 1.3.1 (2) and (3) and section 1.3.2 applies on behalf of the owner and the policyholder.

1.4 Uninsured items, data, and programs

Unless otherwise agreed, the following are not insured:

- 1.4.1 Cash and valuables not belonging to the inventory or goods; Valuables are documents (e.g., savings books and other securities), stamps, coins and medals, jewelry, pearls and precious stones, amounts loaded onto cash cards, unprocessed precious metals and items made of precious metals, unless they are used as room decorations or are parts of tools;
- 1.4.2 Business documents;
- 1.4.3 Data and programs that the policyholder is not authorized to use, that are not ready for operation or cannot be run, or that are only stored in the working memory of the central processing unit.

The insurer shall not pay any compensation for additional costs incurred because the insured data or programs are protected by copy protection, access protection, or similar measures (e.g., copy protection plugs or encryption measures), regardless of contributing circumstances (e.g., costs for the purchase of new licenses).

1.4.4 Motor vehicles, motor vehicle trailers, and tractors requiring registration;

1.4.5 Cash-operated machines (including money changers) and their contents, as well as cash dispensers, unless the machines are part of the inventory or goods;

1.4.6 in the case of risks of damage to the contents of motor vehicles (see section 13), in addition to sections 1.4.1 to 1.4.5

- (1) Valuables, in particular cash, stamps, coins and medals, unprocessed precious metals and items made of precious metals, jewelry, watches, pearls, precious stones and amounts loaded onto cash cards (e.g., telephone cards);
- (2) Works of art of all kinds, antiques;
- (3) Live animals and live plants;
- (4) Refrigerated and frozen goods;
- (5) Genuine carpets and furs, silk and leather textiles;

- (6) Mobile data and communication technology, including data;
- (7) weapons, ammunition, and other explosive substances;
- (8) liquid chemicals, radioactive substances, and nuclear fuels;
- (9) means of transport or other motor vehicles;
- (10) movable property transported for third parties in return for payment (commercial goods transport);
- (11) Personal travel items.

2 Loss of earnings

2.1 Subject of coverage

Loss of earnings is only insured if this has been agreed.

2.1.1 If the policyholder's business is interrupted or impaired as a result of property damage at the insured location (see sections 4 and 14), the insurer shall pay compensation for the resulting loss of earnings.

2.1.2 In addition to section 2.1.1, loss of earnings shall also be compensated if the property damage for which compensation is payable relates to buildings or movable property located at the insured location that are used for the insured business of the policyholder but are not insured under this contract.

2.1.3 Loss of earnings due to the loss, alteration, or unavailability of data and programs shall only be compensated if it is the result of property damage at the place of insurance (see sections 4 and 14) to the data carrier on which the data and programs were stored.

The insurance does not cover loss of earnings due to the loss, alteration, or unavailability of data and programs that the policyholder is not authorized to use, that are not ready for operation or cannot be run, or that are only stored in the working memory of the central processing unit.

2.1.4 If the policyholder violates the security regulations regarding the security and storage of data and programs, which he must comply with in accordance with Section 15.2.2, the insurer shall not invoke its right of termination in accordance with Section 7.1.2 AT 12.

In the event of a grossly negligent breach of this obligation, the insurer shall waive its right to full or partial exemption from liability under Section 7 AT 12 up to the agreed compensation limit (loss of earnings due to the loss, alteration, or unavailability of non-duplicated data and programs). However, the provisions on full or partial exemption from liability under Section 7 AT 12 shall apply without restriction to loss of earnings exceeding this compensation limit.

2.1.5 Insurance cover only exists if the insured risk occurred on the property where the insured location is located or on a neighboring property (place of occurrence). This does not apply to the risks of fire (see Section 5) and burglary (see Section 6).

2.1.6 If the property damage occurs within the scope of dependent external insurance (see Section 14.4) to insured property, data, and programs (see Section 1), the resulting loss of earnings is insured.

2.2 Loss of earnings

2.2.1 Loss of earnings consists of the ongoing costs and operating profit in the insured business that the policyholder was unable to generate until the end of the liability period at the latest as a result of the business interruption or impairment, up to the point at which loss of earnings no longer occurs.

but no later than the end of the liability period, as a result of the business interruption or impairment.

2.2.2 The insurer shall not pay any compensation if the loss of earnings is increased by

- (1) exceptional events occurring during the interruption or impairment;
- (2) official restoration or operating restrictions, insofar as there is no insurance coverage under Section 2.2.4;
- (3) the fact that the policyholder does not have sufficient capital available in time to restore or replace destroyed, damaged, or lost items, data, and programs.

2.2.3 The insurer shall not pay compensation for

- (1) Expenses for raw materials, consumables, and supplies, as well as for purchased goods and services, insofar as these are not expenses for maintaining operations or minimum and standby fees for external energy procurement;
- (2) Value added tax, excise duties, and export duties;
- (3) Sales-related expenses for outgoing freight;
- (4) Sales-related insurance premiums;
- (5) Sales-related license fees and sales-related inventor remuneration;
- (6) Profits and costs not related to manufacturing, trading, or commercial operations;
- (7) Loss of earnings due to the risks of damage to the contents of the motor vehicle (see section 13).

2.2.4 Notwithstanding Section 2.2.2 (2), insurance cover shall be provided insofar as the loss of earnings is increased by officially ordered restoration or operating restrictions.

Insurance cover in accordance with sentence 1 shall only apply insofar as official orders relate to items used in the business that are affected by property damage (see clause 4) on a property of the policyholder designated as the place of insurance.

If official orders were issued before the insured event occurred, the resulting increase in loss of earnings is not insured.

If, due to public law regulations, the use of items serving the business was wholly or partially prohibited at the time of the insured event, the resulting increases in loss of earnings is not insured.

If, due to official restoration restrictions, the business may only be restored at another location, liability for the increase in loss of earnings shall only be assumed to the extent that it would also have occurred if restoration had taken place at the previous location. **2.3 Liability period**

The liability period determines the period for which the insurer will pay compensation for the loss of earnings.

The liability period begins when the property damage occurs. The liability period is 12 months, unless otherwise agreed.

2.4 Interactions between several policyholders/insured parties

2.4.1 The effects of property damage in accordance with Section 4 in a business of a policyholder or insured person on businesses of other policyholders or insured persons named in the insurance contract, regardless of whether they are located at the same or different insurance locations specified in the insurance contract, are included.

2.4.2 Economic advantages (e.g., relocation of production) arising for one or more policyholders or insured persons named in the insurance contract as a result of the insured event or insured persons shall be taken into account in determining the loss of earnings damage in order to reduce the amount of the claim.

3 Insured costs

3.1 Expenses incurred to avert and mitigate the damage

- 3.1.1 The insurance covers expenses, including unsuccessful ones, which the policyholder may reasonably have considered necessary to avert or mitigate the damage in the circumstances as a result of an imminent or actual insured event, or which he incurs on the instructions of the insurer.
- 3.1.2 If the insurer is entitled to reduce its benefits, it may also reduce the reimbursement of expenses in accordance with clause 3.1.1 accordingly.
- 3.1.3 The reimbursement of these expenses and other compensation shall together not exceed the sum insured per agreed item; however, this shall not apply if expenses were incurred on the instructions of the insurer.
- 3.1.4 The insurer shall advance the amount required for the expenses in accordance with Section 3.1.1 at the request of the policyholder.
- 3.1.5 Expenses for services provided by the fire department or other institutions that are to be provided free of charge in the public interest are not insured.

3.2 Costs of investigating and determining the damage

- 3.2.1 The insurer shall reimburse the costs of investigating and determining damage for which it is liable, provided that these costs were reasonable under the circumstances.
- If the policyholder consults an expert or legal counsel, these costs shall only be reimbursed if the policyholder is contractually obliged to do so or has been requested to do so by the insurer.
- 3.2.2 If the insurer is entitled to reduce its benefits, it may also reduce the reimbursement of costs in accordance with clause 3.2.1 accordingly.

3.3 Clean-up, demolition, and cordoning-off costs; moving and protection costs; firefighting costs; insulation costs for radioactively contaminated items

The insurer shall reimburse the following expenses necessary as a result of an insured event up to the agreed compensation limit.

- 3.3.1 Clean-up, demolition, and cordoning-off costs; movement and protection costs; firefighting costs
- (1) Clean-up, demolition, and cordoning-off costs are expenses incurred for cleaning up the site of the damage, including the demolition of remaining parts, for transporting rubble and other debris to the nearest disposal site, and for storage and destruction, as well as expenses for cordoning off roads, paths, and properties.
 - (2) Movement and protection costs are expenses incurred as a result of other items having to be moved, altered, or protected for the purpose of restoring or replacing items. Movement and protection costs are, in particular, expenses for dismantling or reassembling machines, for breaking through, demolishing, or rebuilding parts of buildings, or for enlarging openings.
 - (3) Firefighting costs are expenses that the policyholder may have deemed necessary for firefighting, including the costs of services provided by the fire department or other institutions obliged to provide assistance in the public interest, insofar as these are not reimbursable under the provisions on expenses incurred to avert or mitigate damage.

However, expenses for services provided by the fire department or other institutions are not insured if these services are to be provided free of charge in the public interest.

Voluntary payments made by the policyholder to persons who have assisted in fighting the fire

are to be reimbursed if the insurer has given its prior consent.

- 3.3.2 Isolation costs for radioactively contaminated items Isolation costs for radioactively contaminated items are costs for demolition, cleanup, removal, and isolation of radioactively contaminated items resulting from an insured event in accordance with Section 4 due to radioactive isotopes present or used on the property where the insured location is located for operational reasons, and insofar as the measures are required by law.
- 3.3.3 The provisions under Section 3.3.1 and Section 3.3.2 do not apply to the risks of damage to the contents of the motor vehicle (see Section 13).

3.4 Costs for the decontamination of soil

- 3.4.1 The insurer shall reimburse up to the agreed compensation limit decontamination and disposal costs for soil. These are costs that the policyholder must incur due to official orders as a result of contamination caused by an insured event in order to
- (1) within the Federal Republic of Germany, examine and, if necessary, decontaminate or replace soil from its own, rented, or leased properties on which insured locations are located;
 - (2) transport the excavated material to the nearest suitable landfill site and deposit or destroy it there;
 - (3) restore the condition of the property on which the insured location is situated to its state prior to the occurrence of the insured event.
- 3.4.2 The costs according to Section 3.4.1 will only be reimbursed if the official orders
- (1) have been issued on the basis of laws or regulations enacted before the occurrence of the insured event;
 - (2) relate to contamination that can be proven to have arisen as a result of this insured event.
- 3.4.3 If the insured event increases existing soil contamination, only costs exceeding the amount necessary to remove the existing contamination will be reimbursed, regardless of whether and when this amount would have been incurred without the insured event.

The costs not reimbursed under this provision shall be determined by experts if necessary.

- 3.4.4 Costs arising from other official orders or other obligations of the policyholder, including so-called supplier liability, shall not be reimbursed.
- 3.4.5 Compensation shall only be paid if the policyholder cannot obtain compensation from another insurance contract.
- 3.4.6 Costs under this item are not considered cleanup costs under Section 3.3.1 (1).
- 3.4.7 The provisions under Sections 3.4.1 to 3.4.5 do not apply to risks of damage to the contents of the motor vehicle (see Section 13).

3.5 Expert costs

If the damage subject to compensation exceeds EUR 25,000, the insurer shall reimburse up to 80 percent of the costs of the expert procedure to be borne by the policyholder in accordance with Section 15 AT 12, up to the agreed compensation limit.

This provision does not apply to risks of damage to the contents of the motor vehicle (see Section 13).

3.6 Additional costs due to price increases

- 3.6.1 The insurer shall reimburse, up to the agreed compensation limit, the costs actually incurred as a result of an insured event incurred additional costs as a result of

price increases. These are expenses for price increases for insured items affected by the damage between the occurrence of the insured event and the restoration or replacement.

3.6.2 If the policyholder does not arrange for restoration or replacement immediately, the additional costs will only be reimbursed to the extent that they would have been incurred even if restoration or replacement had been carried out immediately.

3.6.3 Additional costs resulting from extraordinary events, official restoration or operating restrictions, or a lack of capital are not insured.

However, if official restoration restrictions delay the restoration or replacement of the insured property affected by the damage, the resulting price increases will be reimbursed.

3.6.4 If the current value is the insured value, the additional costs will also only be reimbursed in proportion to the current value to the replacement value.

3.6.5 If there is underinsurance for an item affected by the damage for which the additional costs are insured, these additional costs will only be reimbursed in proportion to the sum insured for the item affected by the damage to the insured value of the item affected by the damage.

3.6.6 The provisions of sections 3.6.1 to 3.6.5 do not apply to risks of damage to the contents of the motor vehicle (see Section 13).

3.7 Additional costs due to official restoration restrictions

3.7.1 The insurer shall reimburse the additional costs actually incurred as a result of an insured event due to official restoration restrictions up to the agreed compensation limit. These are expenses incurred because the insured property affected by the damage may not be restored or replaced in the same type and quality due to public law regulations.

3.7.2 If official orders were issued before the insured event occurred, the additional costs incurred as a result are not insured.

If the use of the property was wholly or partially prohibited at the time of the insured event due to public law regulations, the additional costs incurred as a result are not insured.

3.7.3 If the restoration of the insured item affected by the damage property due to restrictions on restoration imposed by the authorities, the additional costs shall only be reimbursed to the extent that they would also have been incurred if restoration had taken place at the previous location.

3.7.4 Additional costs resulting from price increases caused by delays in restoration due to official restoration restrictions will be reimbursed in accordance with Section 3.6.

3.7.5 If the current value is the insured value, the additional costs will also only be reimbursed in proportion to the current value to the replacement value.

3.7.6 If there is underinsurance for an item affected by the damage for which the additional costs are insured, these additional costs will only be reimbursed in proportion to the sum insured for the item affected by the damage to the insured value of the item affected by the damage.

3.7.7 The provisions of Sections 3.7.1 to 3.7.6 do not apply to risks of damage to the contents of the motor vehicle (see Section 13).

3.8 Restoration costs for business documents The insurer shall reimburse to to the agreed

compensation limit agreed upon for this purpose xml-ph-0005@deepl.internal the xml-ph-0004@deepl.internal xml-ph-0003@deepl.internal xml-ph-0002@deepl.internal to xml-ph-0002@deepl.internal. These are costs incurred within two years of the occurrence of the insured event for the restoration or replacement of business documents, individual data, and individual programs.

This provision does not apply to risks of damage to the contents of motor vehicles (see section 13).

3.9 Costs of summoning and restoring documents The insurer shall reimburse the costs of summoning and restoring documents actually incurred as a result of an insured event up to the agreed compensation limit. These are the costs of the summons procedure and the restoration of securities and other documents, including other expenses for recovery that the policyholder could reasonably be expected to incur under the circumstances.

The insurance also covers the loss of interest incurred by the policyholder as a result of delays in payments due from the securities.

This provision does not apply to risks of damage to the contents of the motor vehicle (see section 13).

3.10 Costs as a result of loss of safe deposit box keys

Provided that the risk of burglary is insured, the insurer shall reimburse the costs resulting from the loss of safe deposit box keys up to the agreed compensation limit. These are costs incurred after the loss of a key to rooms or containers of the type agreed for this purpose, which are located within the rooms agreed as the place of insurance, for - changing the locks,

- Production new keys, -
unavoidable Forcible
opening and

- restoration of the containers.

3.11 Repair of damage to buildings

Provided that the risk of burglary is insured, the insurer will reimburse the necessary costs for repairing damage to buildings up to the agreed compensation limit. These are costs for repairing damage caused by an insured event or attempted act as defined in section 6 to

3.11.1 roofs, ceilings, walls, floors, doors, locks, windows (except shop window glazing), roller shutters, and protective grilles of the rooms agreed as the place of insurance (building damage);

3.11.2 display cases and showcases (excluding glazing) outside the insured location but within the property on which the insured location is situated and in its immediate vicinity.

3.12 Lock replacement costs

Provided that the risk of burglary is insured, the insurer shall reimburse the necessary lock replacement costs up to the agreed compensation limit. These are costs for lock changes on the doors of the rooms agreed as the insured location if keys to these doors have been lost as a result of an insured event or an act committed outside the insured location in accordance with clause 6. This does not apply to doors of vault rooms.

3.13 Costs for temporary security measures after a burglary or attempted burglary

Provided that the risk of burglary is insured, the insurer shall reimburse the necessary costs for temporary security measures following a burglary or attempted burglary up to the agreed compensation limit. These are the costs for the temporary repair of damage to buildings in accordance with Section 3.11 and for the necessary security measures to prevent consequential events arising from an insured event or attempted act in accordance with Section 6.

3.14 Lock replacement costs for company vehicles Provided that the risk of burglary is insured, the insurer will reimburse

the necessary costs for lock changes on company vehicles if the keys to these company vehicles have been lost as a result of an insured event in accordance with Section 6.1.

Compensation shall only be paid if, at the time of the insured event, the keys to the company vehicles were kept in containers that offer increased security, including against removal of the container.

3.15 Costs due to contractual penalties

Provided that loss of earnings is insured, the insurer shall reimburse the contractual penalties incurred as a result of an insured loss of earnings within the liability period up to the agreed compensation limit. Contractual penalties are contractually agreed payments for non-performance or poor performance of delivery or acceptance obligations prior to the occurrence of property damage.

3.16 Additional demurrage charges and similar additional costs

Provided that loss of earnings is insured, the insurer shall reimburse additional demurrage charges and similar additional costs up to the agreed compensation limit within the liability period. These are costs incurred as a result of property damage caused by an insured risk because storage space is no longer available or means of transport can no longer be unloaded.

3.17 Loss of value and additional costs

Provided that loss of earnings is insured, the insurer shall reimburse loss of value and additional costs up to the agreed compensation limit within the liability period. These are costs incurred because raw materials, consumables, supplies, and unfinished products not affected by the property damage can no longer be used by the policyholder for their intended purpose as a result of insured loss of earnings.

3.18 Recovery and removal costs for damage to the contents of the motor vehicle

Provided that the risks of damage to the contents of the motor vehicle are insured, the insurer shall reimburse the actual salvage and removal costs incurred as a result of an insured event in accordance with clause 13 up to the agreed compensation limit. These are cleanup costs, costs for the purpose of salvage or removal, and destruction of insured damaged and undamaged items.

The insurer shall not be liable for the existence of the damaged or destroyed goods. In particular, the insurer shall not reimburse any expenses incurred to prevent or remedy environmental damage.

4 Insured risks and damage; general exclusions

4.1 Insured risks and damage

Each of the following risks is only insured if this has been agreed:

Compensation shall be paid for insured items, data, and programs (see Section 1) that are damaged by

4.1.1 **Fire** (see section 5), i.e. conflagration; lightning strike; power surge caused by lightning or other atmospheric electricity; explosion; implosion; impact or crash of an aircraft;

4.1.2 **burglary** (see section 6), i.e. burglary; vandalism following a break-in; robbery within a building or property; robbery during transport

or attempted any of the above acts; as well as items in display cases or showcases; simple theft of company bicycles and simple theft and damage to company and practice signs;

4.1.3 **Tap water** (see section 7);

4.1.4 **storm/hail** (see section 8);

4.1.5 **Flooding/backwater** (see section 9);

4.1.6 **Other natural hazards** (see section 10); i.e. earthquakes; subsidence; landslides; snow pressure; avalanches; volcanic eruptions;

4.1.7 **Extended coverage hazards** (see section 11); i.e. civil unrest; malicious damage; strike or lockout; vehicle impact; smoke; sonic booms;

4.1.8 **Unnamed hazards** (see section 12);

4.1.9 Risks of damage to the contents of the motor vehicle (see section 13) being destroyed, damaged, or lost.

In the case of malicious damage (see section 11.2) and unspecified risks (see section 12), damage caused by the loss of insured items, data, and programs is not covered.

4.2 Data and programs

Compensation for data and programs in accordance with Section 1.2 and Section 3.8 will only be paid if the loss, alteration, or unavailability of the data and programs was caused by damage to the data carrier (data storage device for machine-readable information) on which the data and programs were stored, which is insured on the basis of the cause.

4.3 General exclusions

In addition to the provisions on uninsured risks and damage in sections 5 to 13, damage caused by the following is not insured, regardless of contributing causes

4.3.1 war, war-like events, civil war, revolution, rebellion, insurrection, or acts of government;

4.3.2 Civil unrest, unless insured under Section 11.1;

4.3.3 Earthquakes, unless insured under Section 10.1 or Section 13.2.2;

4.3.4 Storm surges;

4.3.5 nuclear energy, nuclear radiation, or radioactive substances.

However, this includes damage to insured property resulting from an insured risk under Section 4.1 caused by radioactive isotopes present or used on the property where the insured location is located for operational reasons, in particular damage caused by contamination and activation. This does not apply to radioactive isotopes from nuclear reactors.

4.3.6 Acts of terrorism in countries where a state institution or insurance pool exists to cover damage caused by terrorism, insofar as coverage can be obtained through these institutions;

Contamination with biological or chemical substances as a result of acts of terrorism. This does not apply if the contamination damage is the result of insured property damage on the property where the insured location is located;

Terrorist acts are any actions by individuals or groups of individuals to achieve political, religious, ethnic, or ideological goals that are likely to spread fear or terror among the population or parts of the population and thereby influence a government or state institutions.

4.3.7 Computer viruses, Trojan horses, worms, or similar programs with destructive or damaging effects on hardware, software, or data, or unauthorized actions after intrusion into computer systems.

5 Fire

5.1 Fire

Fire is a blaze that has arisen without a designated source or has left it and is capable of spreading under its own power.

Compensation is also paid for fire damage to insured property caused by exposure to a controlled fire or heat for processing or other purposes; this also applies to property in which or through which controlled fire or heat is generated, transmitted, or conducted.

5.2 Lightning

Lightning strike is the direct transfer of lightning to property.

Damage to electrical equipment and devices caused by overvoltage, overcurrent, or short circuits is only insured if other types of damage have been caused to property on the premises where the insured location is located as a result of a lightning strike.

Traces of a direct lightning strike on this property, on antennas located there, or on items other than electrical equipment and devices are equivalent to damage of a different kind.

5.3 Overvoltage caused by lightning or other atmospheric electricity

Surge, overcurrent, and short-circuit damage to insured electrical equipment and devices caused by lightning strikes or other atmospheric electricity is also insured if no other damage caused by lightning strikes can be proven on the property where the insured location is located. Compensation will only be paid if the policyholder cannot obtain compensation from another insurance contract.

5.4 Explosion

An explosion is a sudden release of energy based on the expansion of gases or vapors. Compensation is also paid for damage caused by deflagration.

An explosion of a container (boiler, pipeline, etc.) only occurs if its wall is torn to such an extent that there is a sudden equalization of the pressure difference inside and outside the container.

If an explosion is caused by a chemical reaction inside a container, it is not necessary for its walls to be torn apart.

5.5 Implosion

Implosion is the sudden, unpredictable collapse of a hollow body due to external overpressure as a result of internal underpressure.

5.6 Impact or crash of an aircraft

Impact or crash of an aircraft means the impact or crash of an aircraft, its parts, or its cargo.

5.7 Uninsured damage

The following are not insured

5.7.1 Scorch damage, unless caused by the occurrence of an insured risk as specified in clauses 5.1 to 5.6;

5.7.2 Damage to combustion engines caused by explosions occurring in the combustion chamber, as well as damage to the switching mechanisms of electrical switches caused by gas pressure occurring within them; the exclusions do not apply to damage caused by an insured risk under clauses 5.1 to 5.6 occurring to other property.

Damage to insured items is not covered if the buildings or parts of buildings in which the insured items are located are not ready for occupancy or cannot be used for their intended purpose due to renovation work.

6 Burglary 6.1

Burglary

Burglary occurs when the thief

6.1.1 breaks into a room in a building, enters it or gains access using a key that has not been made for the lock by or with the approval of an authorized person (false key) or using other tools;

The use of a false key is not proven simply because it has been established that insured items have been lost.

6.1.2 breaking open a container in a room of a building or using false keys (see section 6.1.1) or other tools to open it;

The use of a false key is not proven simply because it has been established that insured items have been lost.

6.1.3 steals items from a locked room in a building after sneaking into the building or hiding there;

6.1.4 is caught in the act of theft in a room of a building and uses one of the means specified in section 6.3.2 (1) or (2) to obtain possession of the stolen goods;

6.1.5 enters a room in a building or opens a container there using genuine keys that he had obtained inside or outside the insured location by burglary or outside the insured location by robbery in accordance with section 6.3;

However, if items are stolen that are only insured against burglary under the agreed additional conditions in section 14.7, this shall only be considered burglary if the thief has obtained the correct keys to the container by

(1) burglary in accordance with Section 6.1.2 from a container that offers at least the same level of security as the containers in which the items are insured;

(2) Burglary, if the containers in which the items are insured have two locks and all associated keys are kept outside the insured location;

Keys to different locks must be kept separately from each other outside the insured location;

(3) Robbery outside the insured location; in the case of doors of containers or safe rooms equipped with a key lock and a combination lock or with two combination locks, it is equivalent to robbery of the key if the perpetrator uses one of the means specified in clause 6.3.2 (1) or (2) against the policyholder or one of their employees in order to enable the combination lock to be opened;

6.1.6 enters a room in a building using the correct key, which he had obtained by theft inside or outside the insured location, provided that neither the policyholder nor the custodian had enabled the theft of the keys through negligent behavior.

For damage caused by burglary without the perpetrator entering the building, in particular to the contents of shop windows, compensation per insured event is limited to the amount agreed for this purpose.

6.2 Vandalism after a burglary

Vandalism after a burglary occurs when the perpetrator enters the insured location in one of the ways described in sections 6.1.1, 6.1.5, or 6.1.6 and intentionally destroys or damages insured property.

6.3 Robbery

6.3.1 Robbery within a building or property includes the loss of

- (1) insured property (according to sections 1.1 to 1.3) and
- (2) other movable property, insofar as their co-insurance has been agreed,

within the place of insurance (according to section 14.2.3).

Compensation is limited to the amount agreed for this purpose (compensation limit).

6.3.2 Robbery occurs when

(1) force is used against the policyholder or one of their employees in order to overcome their resistance to the removal of insured items. Force is not deemed to have been used if insured items are stolen without overcoming conscious resistance (simple theft/trick theft);

(2) the policyholder or one of their employees hands over insured items or allows them to be taken away because of a threat of violence endangering life and limb, which is to be carried out within the insured location – in the case of several insured locations, within the insured location

insurance location where the threat is also made;

- (3) the insured items are taken from the policyholder or one of their employees because their physical condition immediately prior to the theft was impaired as a result of an accident or other cause beyond their control, such as fainting or a heart attack, thereby rendering them unable to resist.

6.3.3 The policyholder is equivalent to suitable persons of legal age to whom he has temporarily entrusted the care of the insured property.

The same applies to suitable persons of legal age who have been commissioned by the policyholder to guard the premises agreed as the place of insurance.

6.4 Robbery during transport

6.4.1 Robbery during transport includes the loss of

- (1) insured items (as per sections 1.1 to 1.3) and
- (2) other movable items, insofar as their co-insurance has been agreed,

by persons who are not responsible for the transport.

The transport route begins with the acceptance of the insured items for immediate transport and ends at the delivery point with the handover. Unless otherwise agreed, insurance cover is only provided on condition that no more than one transport is in progress at any one time.

Compensation is limited to the amount agreed for this purpose (compensation limit).

6.4.2 In addition to section 6.3, the following applies to robbery during transport:

- (1) Other persons who carry out the transport on behalf of the policyholder are treated as equivalent to the policyholder. However, this does not apply if the transport order is carried out by a company that is commercially involved in transport.
- (2) The persons carrying out the transport, including the policyholder himself if applicable, must be suitable for this activity and of legal age.
- (3) In the cases referred to in Section 6.3.2 (2), robbery shall only be deemed to have occurred if the threatened act of violence is to be carried out on the spot.

6.4.3 Unless otherwise agreed, the insurer shall pay compensation for damage caused by robbery during transport

- (1) over €25,000 only if the transport was carried out by at least two persons;
- (2) over €50,000 only if the transport was carried out by at least two persons and by motor vehicle;
- (3) over €125,000 only if the transport was carried out by at least three persons and by motor vehicle;
- (4) over €250,000 only if the transport was carried out by at least three persons by motor vehicle and also under police protection or under special security measures agreed in writing with the insurer in advance for the individual case or for several cases.

6.4.4 Insofar as clause 6.4.3 requires transport by several persons, these persons must have joint custody of the insured items.

Only persons who are in the immediate vicinity of the items are considered to be in custody.

Insofar as Section 6.4.3 requires transport by motor vehicle, the driver does not count as the person carrying out the transport. However, he must fulfill the requirements of Section 6.4.2 (2).

Only persons who are in or immediately near the motor vehicle have custody of items in motor vehicles.

6.4.5 If the policyholder is not personally involved in the transport, the insurer shall also pay compensation for damage caused through no fault of one of the persons carrying out the transport

- (1) through extortion pursuant to Section 253 of the German Criminal Code (StGB) committed against these persons;
- (2) by fraud pursuant to Section 263 of the German Criminal Code (StGB), committed against these persons;
- (3) by theft of items in the immediate physical custody of these persons;
- (4) by these persons no longer being able to look after the items entrusted to them.

Compensation is limited to the amount agreed for this purpose (compensation limit).

6.5 Items in display cases or showcases

Insurance cover exists if the thief breaks into display cases or showcases outside a building on the property where the insured location is located or in its immediate vicinity, or opens them using false keys (see section 6.1.1) or other tools.

Compensation is limited to the agreed amount (compensation limit).

6.6 Simple theft of company bicycles

The insurance covers simple theft of business bicycles. Even if several bicycles are lost, compensation is limited to the agreed amount (compensation limit).

Items loosely connected to the business bicycle and regularly used for its operation are only covered by insurance if they have been lost together with the business bicycle.

6.7 Simple theft and damage to company and practice signs

Insurance coverage exists up to the agreed compensation limit for damage caused by simple theft and intentional damage to company and practice signs on the property where the insured location is located or in its immediate vicinity.

6.8 Uninsured damage

The following damage is not insured, regardless of contributing causes

6.8.1 robbery during transport, if and as long as more than the agreed number of transports are underway at the same time;

6.8.2 Fire (see section 5) or tap water (see section 7), even if this damage is the result of burglary, robbery, or vandalism; this exclusion does not apply to damage under section 6.4.5 (4);

6.8.3 flooding.

Damage to insured items is not covered if the buildings or parts of buildings in which the insured items are located are not ready for occupancy or cannot be used for their intended purpose due to renovation work.

7 Tap water

7.1 Water damage

Tap water is water that has escaped contrary to its intended use from

- 7.1.1 water supply pipes (supply or drainage pipes) or the hoses connected to them;
- 7.1.2 other equipment connected to the water supply pipe system or its water-carrying parts;
- 7.1.3 hot water or steam heating systems, as well as air conditioning, heat pump, or solar heating systems;
- 7.1.4 rainwater drainage pipes running inside the building and rainwater collection tanks (cisterns) located inside the building;
- 7.1.5 Aquariums or waterbeds.

Brine, oils, coolants, and refrigerants from air conditioning, heat pump, or solar heating systems, as well as water vapor, are equivalent to tap water.

7.2 Breakage damage

Within buildings in which the rooms agreed as the place of insurance are located, the following are insured

7.2.1 Frost-related and other breakage damage to insured

- (1) water supply pipes (supply or drainage pipes) and the associated hoses,
- (2) pipes for hot water or steam heating, as well as air conditioning, heat pump, or solar heating systems, including pipes (geothermal probes or geothermal collectors) from geothermal systems,
- (3) pipes of stationary water extinguishing systems and wall hydrants,
- (4) rainwater drainage pipes,
- (5) pipes from rainwater collection systems (cistern systems),

provided that these pipes are not part of boilers, water heaters, or similar systems.

7.2.2 Frost-related breakage damage to the following insured installations:

- (1) Bathroom fixtures, washbasins, flush toilets, fittings (e.g., water and shut-off taps, valves, odor traps, water meters) and their connecting hoses;
- (2) Radiators, boilers, water heaters, or comparable parts of hot water heating, steam heating, air conditioning, heat pump, or solar heating systems,
- (3) Fixed water extinguishing systems and wall hydrants,
- (4) Parts of rainwater collection systems (cistern systems).

The entire structure, including the floor slab, is considered to be inside a building. Pipes from solar heating systems on the roof are considered to be pipes inside the building. Pipes and installations below the floor slab (load-bearing or non-load-bearing) are not insured.

7.3 Breakage damage to gas supply pipes Within buildings in which the rooms agreed as the place of insurance are located, breakage damage to gas supply pipes is insured insofar as

- 7.3.1 the pipes serve to supply the insured building or insured installations and
- 7.3.2 the policyholder bears the risk.

Plastic pipes and pipes used to supply biogas or liquefied petroleum gas are not insured.

7.4 Ancillary work

The insurer shall also reimburse necessary costs for ancillary work resulting from insured events in accordance with Sections 7.2 and 7.3.

7.5 Uninsured damage

Regardless of contributing causes, the insurance does not cover damage caused by

- 7.5.1 splash or cleaning water;
- 7.5.2 sponges;
- 7.5.3 water or other extinguishing media escaping from sprinklers or nozzles in extinguishing systems;
- 7.5.4 groundwater, standing or flowing water, flooding or precipitation, or backwater caused by these causes;
- 7.5.5 Land subsidence or landslides, unless tap water (see section 7.1) caused the land subsidence or landslide;
- 7.5.6 Fire (see section 5).

The exclusions under sections 7.5.1 to 7.5.4 do not apply to breakage damage to pipes under sections 7.2 and 7.3, nor to damage under section 7.1 resulting from such pipe breakage.

Damage to insured property is not covered if the buildings or parts of buildings in which the insured property is located are not ready for occupancy or cannot be used for their intended purpose due to renovation work.

8 Storm/hail

8.1 Insured damage

Damage is insured if it is caused

- 8.1.1 by the direct impact of storm or hail on insured property;
- 8.1.2 by a storm or hail throwing parts of buildings, trees, or other objects onto insured property;
- 8.1.3 as a result of damage in accordance with section 8.1.1 or section 8.1.2 to insured property or to buildings in which insured property is located, or to buildings structurally connected to these.

8.2 Storm

A storm is a weather-related air movement of at least wind force 8 on the Beaufort scale (wind speed of at least 62 km/hour).

If this wind force cannot be determined for the place of insurance, wind force 8 shall be assumed if the policyholder proves that

- 8.2.1 the air movement in the vicinity of the insured location caused damage to buildings in perfect condition or to other equally resistant objects, or that
- 8.2.2 the damage can only have been caused by a storm due to the perfect condition of the building in which the insured items were located or buildings structurally connected to this building.

8.3 Hail

Hail is solid precipitation in the form of ice pellets. **8.4 Uninsured damage**

Regardless of contributing causes, the insurance does not cover damage caused by

- 8.4.1 avalanches;
- 8.4.2 the ingress of rain, hail, snow, or dirt through windows, exterior doors, or other openings that were not properly closed, unless these openings were caused by storm or hail and constitute damage to the building;
- 8.4.3 fire (see section 5); 8.4.4 tap water (see section 7).

Damage to insured property is not covered if the buildings or parts of buildings in which the insured property is located are not ready for occupancy or cannot be used for their intended purpose due to renovation work.

9 Flooding/backwater

9.1 Flood

Flooding is the inundation of the ground and soil at the insured location with significant amounts of surface water due to

- 9.1.1 overflowing of above-ground (standing or flowing) bodies of water;
- 9.1.2 weather precipitation;
- 9.1.3 groundwater rising to the earth's surface as a result of section 9.1.1 or section 9.1.2.

9.2 Backwater

Backwater occurs when water flows back through the overflow of above-ground (standing or flowing) water bodies or weather precipitation enters the building in an unintended manner from the building's own drainage pipes or associated facilities.

9.3 Uninsured damage

The following are not insured, regardless of contributing causes Damage caused by

- 9.3.1 Groundwater, unless it has reached the earth's surface (see section 9.1);
- 9.3.2 Volcanic eruption;
- 9.3.3 Fire (see section 5)

Damage to insured property is not covered if the buildings or parts of buildings in which the insured property is located are not ready for occupancy or cannot be used for their intended purpose due to renovation work.

9.4 Waiting period

Insurance cover begins at the earliest one month after the application is submitted (waiting period).

This provision does not apply if insurance cover against the risks of flooding/backwater in accordance with sections 9.1 and 9.2 was provided under another contract and the insurance cover is continued without interruption by the present contract.

9.5 Special right of termination

- 9.5.1 The policyholder and insurer may terminate the risks of flooding/backwater (see Section 4.1.5) in writing with three months' notice. If the policyholder terminates the contract, they may stipulate that their termination shall only take effect at the end of the current insurance year.
- 9.5.2 If the insurer terminates the contract, the policyholder may terminate the entire contract at the same time within one month of receiving the insurer's notice.

10 Other natural hazards

10.1 Earthquake

- 10.1.1 An earthquake is a natural tremor of the earth's crust caused by geophysical processes inside the earth.
- 10.1.2 An earthquake is assumed to have occurred if the policyholder proves that
 - (1) the natural tremor of the earth in the vicinity of the insured location has caused damage to buildings in perfect condition or to other equally resistant objects, or
 - (2) the damage can only have been caused by an earthquake due to the perfect condition of the insured property.
- 10.1.3 Uninsured damage

Damage to insured property is not covered if the buildings or parts of buildings in which the insured property is located are not ready for occupancy or cannot be used for their intended purpose due to renovation work.

10.2 Land subsidence, landslide

- 10.2.1 Land subsidence

Land subsidence is a natural lowering of the ground over natural cavities.
- 10.2.2 Landslide

A landslide is a natural slipping or falling of earth or rock masses.
- 10.2.3 Uninsured damage

Regardless of contributing causes, damage caused by the following is not insured

- (1) drought or desiccation;
- (2) volcanic eruption;
- (3) Flooding;
- (4) fire (see section 5).

Damage to insured items is not covered if buildings or parts of buildings in which the insured items are located

are not ready for occupancy or cannot be used for their intended purpose due to renovation work.

10.3 Snow pressure, avalanches

- 10.3.1 Snow pressure

Snow pressure is the effect of the weight of snow or ice masses.
- 10.3.2 Avalanches

Avalanches are masses of snow or ice that descend mountain slopes.
- 10.3.3 Uninsured damage

Regardless of contributing causes, damage caused by the following is not insured

 - (1) flooding;
 - (2) fire (see section 5).

Damage to insured property is not covered if the buildings or parts of buildings in which the insured property is located are not ready for occupancy or cannot be used for their intended purpose due to renovation work.

10.4 Volcanic eruption

- 10.4.1 A volcanic eruption is a sudden release of pressure when the earth's crust breaks open, accompanied by lava flows, ash eruptions, or the escape of other materials and gases.
- 10.4.2 Damage not covered

Damage to insured property is not covered if the buildings or parts of buildings in which the insured property is located are not ready for occupancy or cannot be used for their intended purpose due to renovation work.

10.5 Waiting period

Insurance coverage begins at the earliest one month after the application is submitted (waiting period).
This provision shall not apply if insurance cover against other natural hazards in accordance with clauses 10.1 to 10.4 was provided under another contract and the insurance cover is continued without interruption by the present contract.

10.6 Special right of termination

- 10.6.1 The policyholder and insurer may terminate the other natural hazards (see Section 4.1.6) in writing with three months' notice. If the policyholder terminates the contract, they may stipulate that their termination shall only take effect at the end of the current insurance year.
- 10.6.2 If the insurer terminates the contract, the policyholder may terminate the entire contract at the same time within one month of receiving the insurer's notice.

11 Extended coverage risks

11.1 Civil unrest

The insurance covers damage caused by

- 11.1.1 Destruction or damage directly caused by acts of violence in connection with civil unrest or
- 11.1.2 loss directly related to civil unrest.

Civil unrest occurs when a significant portion of the population takes action in a manner that disturbs public peace and order and directly commits acts of violence against persons or property.

11.2 Malicious damage

Malicious damage is any intentional, direct destruction or damage to insured property by persons not employed by the company.
Persons not affiliated with the company are all persons who are not employed by the company.
The following are not insured, regardless of contributing causes Damage

11.2.1 loss of insured property;

11.2.2 in connection with burglary (see section 6) or tap water (see section 7). **11.3 Strike or lockout**

The insurance covers damage caused by

- 11.3.1 destruction or damage directly caused by strikes or lockouts, or
- 11.3.2 loss directly related to strikes or lockouts.

A strike is the joint, planned work stoppage of a relatively large number of employees aimed at a specific goal.

A lockout is the planned exclusion of a relatively large number of employees with a specific goal in mind.

11.4 Vehicle impact

Vehicle impact is any direct contact with insured property or buildings in which insured property is located by moving machinery or by moving rail, road, or water vehicles or their cargo.

The following are not insured, regardless of contributing causes Damage caused by

- 11.4.1 work machines or vehicles operated by the policyholder, the user of the buildings, or their employees;
- 11.4.2 wear and tear.

Damage to vehicles and damage to fences, roads, and paths is not insured.

11.5 Smoke

Damage caused by smoke occurs when smoke suddenly escapes from the combustion, heating, cooking, or drying systems located at the insured location or on neighboring properties in a manner contrary to their intended use and directly affects insured property.

Damage caused by the continuous exposure to smoke is not insured.

11.6 Supersonic pressure waves

Damage caused by a supersonic pressure wave occurs when it is triggered by an aircraft that has broken the sound barrier and this pressure wave directly affects insured property or buildings in which insured property is located.

11.7 Damage not covered

- 11.7.1 Damage caused by fire (see section 5) is not insured, regardless of contributing causes.
- 11.7.2 The insurer shall not pay compensation for damage to glazing, whether made of glass or plastic, unless it is caused by fire or explosion as a result of civil unrest, strikes, or lockouts.
- 11.7.3 Damage to insured property is not covered if the buildings or parts of buildings in which the insured property is located are not ready for occupancy or cannot be used for their intended purpose due to renovation work.

11.8 Public law compensation claims

There is no entitlement to compensation for damage caused by civil unrest (see section 11.1), malicious damage (see section 11.2), strikes or lockouts (see section 11.3) insofar as compensation can be claimed under public law.

11.9 Special right of termination

- 11.9.1 The policyholder and insurer may terminate the extended coverage risks (see section 4.1.7) at any time in writing. The termination shall take effect one week after receipt.
- 11.9.2 If the insurer terminates the contract, the policyholder may terminate the entire contract within one month of receipt of the insurer's notice at the same time.

12 Unnamed risks

12.1 Insured risks and damage

- 12.1.1 Unnamed risks include the unforeseen destruction or damage of insured property. Loss, including through criminal acts, is not insured.
- 12.1.2 Damage is unforeseen if the policyholder or their representatives could not have foreseen it in advance or could not have foreseen it with the specialist knowledge required for the activity carried out in the business, whereby only gross negligence is detrimental.

In the event of gross negligence, the insurer is entitled to reduce its benefits in proportion to the severity of the fault. If agreed, the insurer waives its right to reduce compensation for damages up to the agreed amount of damages.

- 12.1.3 Destruction or damage is defined as a detrimental change in the physical substance. Destruction or damage does not exist if an originally existing defect becomes apparent.

12.2 Uninsured risks and damage

- 12.2.1 The insurance does not cover damage, regardless of contributing causes
 - (1) caused by the risks listed in sections 4.1.1 to 4.1.7 and section 4.1.9 in conjunction with sections 5 to 11 and clause 13 (fire, burglary, tap water, storm/hail, flooding/backwater, other natural hazards, extended coverage risks, risks of damage to the contents of the motor vehicle)
 - (2) fall under an exclusion clause in accordance with sections 4.1.1 to 4.1.7 and 4.1.9 in conjunction with the insurable risks under sections 5 to 11 and 13 or are excluded under section 4.2 or 4.3; section 16 AT 12 remains unaffected;
 - (3) due to wear and tear or aging.

These exclusions do not apply if the wear and tear or aging was caused by another destruction or damage occurring on the property where the insured location is located, which is subject to compensation in accordance with Section 12;
 - (4) by over- or underground mining or drying out of the subsoil;
 - (5) by contamination (e.g., poisoning, sooting, deposition, dusting, exposure, and the like) or corrosive attacks, depletion.

These exclusions shall not apply if the contamination, corrosive attacks, or deterioration were caused by another destruction or damage occurring on the property where the insured location is located, which is subject to compensation in accordance with Section 12;
 - (6) by internal decay, microorganisms, viruses, animals, plants;
 - (7) by repair or maintenance, including any ancillary work required as a result, such as disassembly, reassembly, and transport.

In the case of building insurance, this exclusion only applies to those parts of the building that have been repaired or maintained;
 - (8) by conversion, including any ancillary work required as a result, such as dismantling, reassembly, and transport;
 - (9) by the natural properties of objects;
 - (10) by the failure of IT systems, electrical data processing equipment, processor-controlled devices and systems, as well as the modification and deletion of data;

The following applies to (3) to (10):

Property damage caused to other insured

property is insured, provided that it is not itself covered by an exclusion clause.

- (11) by flooding as a result of circumstances other than those insurable under section 4.1.5 in conjunction with section 9;
- (12) by groundwater;
- (13) by genetic manipulation, genetic mutation, and other genetic changes.

12.2.2 Damage to the following is not insured

- (1) Machines, mechanical, electrical, or electronic equipment, unless the damage is caused by an external event. An operating error is not considered an external event within the meaning of sentence 1;
- (2) machines, mechanical, electrical, or electronic equipment due to design, material, or manufacturing defects;
- (3) movable property located outdoors or property in open buildings due to weather conditions, in particular water, frost, or snow.

This exclusion does not apply to damage to movable property that is only temporarily located outside buildings for compelling operational reasons due to weather-related air movement of less than wind force 8 on the Beaufort scale (wind speed of at least 62 km/hour);

- (4) Buildings and other items belonging to the building item due to subsidence, tearing, shrinkage, or stretching;
- (5) Stocks due to processing or treatment.

Property damage to other insured items caused by this is insured, provided that it is not itself covered by an exclusion clause and provided that the damage does not arise from a planned connection or mixing with the damaged item;

- (6) Stocks due to the failure or malfunction of air conditioning, heating, or cooling systems;
- (7) Microorganisms, viruses, animals, plants;
- (8) Landfills;
- (9) Items that have not yet been set up or assembled ready for operation or whose trial run has not yet been successfully completed;
- (10) Insured items, insofar as buildings or parts of buildings in which the insured items are located are not ready for occupancy or cannot be used for their intended purpose due to renovation work.

13 Risks of damage to the contents of motor vehicles

13.1 Term

A transport in the the hazardous for damage to the contents of the motor vehicle, provided that

- 13.1.1 the transport is exclusively for the policyholder's own business purposes and
- 13.1.2 the transport is carried out with the policyholder's own motor vehicles, including trailers and semi-trailers (means of transport), or with vehicles leased or rented by the policyholder, and
- 13.1.3 the transport is carried out at least in part on public roads or paths and
- 13.1.4 the means of transport are operated exclusively by the policyholder or their employees.

If, on a temporary basis, e.g. in the event of a repair, another equivalent means of transport is used instead of a means of transport in accordance with clause 13.1.2, the insurance cover for the replacement means of transport remains in force unchanged.

13.2 Insured risks

13.2.1 Accident involving the means of transport

An accident is an unforeseen and sudden event affecting the means of transport from outside with mechanical force, e.g., overturning or collision with other solid objects and/or vehicles; collapse of bridges, roads, houses, scaffolding, and tunnels.

Damage

- (1) due to broken axles,
- (2) bursting of tires,
- (3) the vehicle leaving the paved road to such an extent that towing or recovery assistance is required (proof must be provided).

Emergency braking to avoid an accident is also covered (see, however, section 15.2.9 (7)). The amount calculated as compensation payable is reduced by the agreed deductible for each insured event.

13.2.2 Flooding, backwater, and other natural hazards Flooding, backwater, and other natural hazards include the the hazards listed in sections 9 and 10.

13.2.3 Theft

Theft is the breach of another person's custody and the establishment of one's own custody with the intention of unlawful appropriation (theft)

- (1) after breaking into the means of transport or (2) by

removing the entire means of transport. 13.2.4 Robbery

Robbery occurs when at least one of the conditions specified in section 6.3.2 is met.

13.2.5 Embezzlement of the entire means of transport

Embezzlement is the unlawful appropriation of an item by employees of the policyholder that is in their possession or custody.

13.2.6 Loading and unloading

Loading and unloading includes destruction, damage, or loss of the insured items through direct loading and unloading of the means of transport. The amount calculated as compensation shall be reduced by the agreed deductible for each insured event.

13.3 Uninsured damage

The insurance does not cover the following, regardless of contributing causes

- 13.3.1 Damage insured under clauses 4.1.1 to 4.1.8 (fire, burglary, tap water, storm/hail, flooding/backwater; other natural hazards, extended coverage hazards, unnamed hazards) in conjunction with clause 14.4;
- 13.3.2 Damage caused by riots, looting, strikes, lockouts, sabotage;
- 13.3.3 Damage caused by confiscation, seizure, and other acts of public authority;
- 13.3.4 Damage caused by violations of customs or other official regulations, as well as by court orders or their enforcement;
- 13.3.5 Damage caused by theft (see Section 13.2.3), provided that the insured items are visible from outside the means of transport;
- 13.3.6 Damage caused by theft after the means of transport has been broken into (see Section 13.2.3 (1)), provided that the insured items are not located in the limousine or box body of the means of transport.

13.4 Start and end of transport

- 13.4.1 Transport begins at the point at which the insured items are lifted for immediate transport and ends when they are set down after transport (delivery to the recipient).
- 13.4.2 Tools and other consumables that are required for the execution of the orders and are permanently located in the means of transport are also insured in the period between the end of the previous transport and the start of the subsequent transport, as an extension of Section 13.4.1

also insured during the period between the end of the previous transport and the start of the next transport.

13.5 Compensation limit

Compensation is limited to the amount agreed for each transport (compensation limit).

14 Place of insurance

14.1 Local scope of insurance

14.1.1 Insurance cover exists within the place of insurance.

14.1.2 This restriction does not apply to items that are removed from the place of insurance as a result of an insured event that has occurred or is imminent and are damaged, destroyed, or lost in connection with this event in terms of time and location.

This does not apply to the risk of burglary (see section 4.1.2).

14.1.3 In the case of burglary, all the conditions for burglary (see section 6.1), vandalism following a break-in (see section 6.2) or robbery (see section 6.3) must have been met within the insured location. If there are several insured locations, all conditions must have been met within the same insured location.

Items that are brought to the place of surrender or removal only at the request of the perpetrator are not insured, unless the items are brought only within the insured location where the acts described in Sections 6.3.2 (1) to (3).

In the event of robbery during transport, only items that were at the location where the violence was committed or the threat of violence was made at the start of the crime are insured.

14.2 Designation of the insured location

14.2.1 The insured location is the buildings or rooms of buildings specified in the insurance contract, as well as display cases and showcases within the property on which the insured location is located and in its immediate vicinity.

14.2.2 There is no insurance cover for employees' personal effects in the employees' living quarters.

14.2.3 The place of insurance for robbery within a building or property (see section 6.3) is the entire property on which the place of insurance is located, provided that it is enclosed on all sides.

14.2.4 Unless otherwise agreed, the place of insurance for robbery during transport (see Section 6.4) is the Federal Republic of Germany.

14.2.5 Unless otherwise agreed, the place of insurance for simple theft of company bicycles (see section 6.6) is the Federal Republic of Germany.

14.2.6 Insured items as defined in Section 1 that are permanently located outside the insured location but within the property on which the insured location is situated are insured up to the agreed compensation limit against damage resulting from fire and tap water, provided that these risks are insured (items located outdoors on the property on which the insured location is situated). Clause 14.4 applies to insured items temporarily located outside the insured location.

14.2.7 The insured location for backup data/media is also the building to which they are transferred.

14.3 Newly added business premises and companies

14.3.1 Newly added business premises and newly added companies within the Federal Republic of Germany are also considered the place of insurance for up to three months after their addition. Compensation is limited to the amounts agreed for this purpose.

This does not apply to the risks of flooding/backwater and other natural hazards.

14.3.2 For the risk of storm/hail, for the extended coverage risks and for the Unnamed risks and for

loss of earnings as a result of these risks, the items must be located in buildings.

14.3.3 For the risk of burglary and for loss of earnings as a result of this risk, it is a prerequisite that the items are located in buildings and that all access doors to rooms in which insured items are located are secured by a cylinder lock (at least five tumblers) that is flush with the outside and has a security fitting/door plate that cannot be unscrewed from the outside, or a tumbler lock (at least six tumblers).

14.4 Dependent external insurance

14.4.1 For the risks of fire, burglary, tap water, and storm/hail, as well as for loss of earnings resulting from these risks, insurance cover also exists for insured items, data, and programs (see section 1) that are temporarily located outside the place of insurance within the member states of the European Union, Iceland, Norway, and Switzerland, provided that these risks are insured (dependent external insurance). This does not apply to newly added business premises and companies in accordance with Section 14.3.

Periods of more than six months are not considered temporary. Items stored on construction sites are not insured against damage resulting from burglary and storm/hail.

14.4.2 For the risks of burglary and storm/hail, as well as for loss of earnings resulting from these risks, it is a prerequisite that the items are located in buildings.

14.4.3 For the risk of burglary and for loss of earnings resulting from this risk, it is a prerequisite that all access doors to rooms in which insured items are located are secured by a cylinder lock (at least five tumblers) that is flush with the outside and has a security fitting/door sign or a deadbolt lock (at least six tumblers) that cannot be unscrewed from the outside. door plate or a tumbler lock (at least six tumblers) that cannot be unscrewed from the outside.

14.4.4 For the risk of burglary, compensation is limited to the amount agreed for this purpose (compensation limit).

14.4.5 No compensation shall be paid if compensation can be claimed under another insurance contract.

14.5 Supplier retroactive damages

The insurer shall compensate – provided that loss of earnings is insured – up to the amount agreed for this purpose if the property damage occurred as a result of a risk insured under clauses 5 to 8 (fire, burglary, tap water, or storm/hail) on the property that is the place of business of a company (supplier) that has a business relationship with the policyholder through the supply of products or services. This applies to properties within the member states of the European Union, Iceland, Norway, and Switzerland. The amount calculated as compensation payable shall be reduced by the agreed deductible for each insured event.

Loss of earnings resulting from a failure of the electricity, gas, water, or telecommunications supply is not covered.

14.6 Motor vehicle contents

Unless otherwise agreed, notwithstanding clauses 14.2 to 14.5, the place of insurance for risks of damage to motor vehicle contents (see clause 13) is the Federal Republic of Germany. Transport to and from the Netherlands, Belgium, Luxembourg, Liechtenstein, France, Switzerland, Austria, and Denmark is also covered.

14.7 Valuables

Insofar as cash and valuables are insured, insurance cover only applies in locked rooms or containers of the type agreed for this purpose. Sentence 1 does not apply

14.7.1 to damage caused by robbery,

14.7.2 in the case of commercial enterprises for their typical stocks and goods.

14.8 Cash registers

Cash registers and electric and electronic cash registers, change dispensers, and coin-operated machines (including money changers) are not considered containers within the meaning of Section 14.7. However, cash is also insured in cash registers and electric and electronic cash registers as long as they are open. Compensation is limited to the amounts agreed for this purpose (compensation limit).

14.9 Insurance cover in the event of relocation (moving)

14.9.1 If the insured business moves to buildings or rooms in buildings other than those specified in the insurance contract, the insured property, data, and programs are also covered at the new location. This applies to the risks of fire, burglary, tap water, storm/hail, extended coverage risks, and unnamed risks, as well as loss of earnings resulting from these risks. The prerequisite for this is that the relocation site is located within the Federal Republic of Germany.

14.9.2 Insurance coverage begins from the time the insured property, data, and programs are located at the relocation site and ends three months after this date.

14.9.3 For the risk of burglary, it is a prerequisite that at least the same security measures are in place and are activated at the relocation site as those agreed for the buildings or rooms of buildings specified in the insurance contract.

14.9.4 In the event of damage resulting from the risk of burglary (see Section 6), the amount calculated as compensation payable shall be reduced by the agreed deductible for each insured event.

14.9.5 When calculating underinsurance, notwithstanding Section 18.5.4

- (1) the insured items, data, and programs located at the place of relocation (see Section 14.9.1),
- (2) the insured items, data, and programs at the place of insurance (see Section 14.1 and Section 14.2), and
- (3) the insured items, data, and programs insured outside the place of insurance in accordance with Section 14.4 (dependent external insurance)

must be taken into account.

15 Special increases in risk and contractually agreed safety regulations

15.1 Special increases in risk

An increase in risk subject to notification (see Section 8 AT 12) exists for the risk of burglary in particular if

- 15.1.1 construction work is carried out, scaffolding is erected or cable or other lifts are installed on the building in which the place of insurance is located or on an adjacent building;
- 15.1.2 premises adjacent to the insured location above, below, or to the side are no longer in use, either permanently or temporarily.

15.2 Safety regulations

Before the occurrence of an insured event, the policyholder must

- 15.2.1 inspect the insured premises sufficiently often; this also applies during a temporary shutdown of operations (e.g., company holidays);
- 15.2.2 make duplicates of data and programs at least once a week, unless shorter data backup intervals are customary in the policyholder's industry. These must be stored in such a way that, in the event of an insured event, they are unlikely to be destroyed, damaged, or lost at the same time as the originals;

15.2.3 to keep records of securities and other documents, collections, and other items for which this has been specifically agreed, and to store them in such a way that, in the event of a claim, they are unlikely to be destroyed, damaged, or lost at the same time as the insured items.

This does not apply to securities and other documents or to collections if the total value of these items does not exceed EUR 2,500; furthermore, this does not apply to stamps.

Paragraphs 1 and 2 do not apply to banks and savings banks;

15.2.4 for the risk of burglary

- (1) all openings (e.g., windows and doors) in the business or parts of the business must be kept locked as long as work, apart from ancillary work, is suspended in these parts of the business;
- (2) all security devices existing at the time of application and all additionally agreed security devices (security devices are, for example, locks on doors or containers, bolts, burglar alarm systems) must be kept in full working order and operated as long as work, apart from incidental work, is suspended in these parts of the business;
- (3) replace the lock immediately with an equivalent one if a key for access to the insured location or for a container is lost;
- (4) Cash registers, electric and electronic cash registers, and change dispensers must be emptied and left open after closing time.
- (5) Obtain and keep records of the manufacturer, brand, and frame number of the insured business bicycles;
- (6) secure the business bicycle with a lock in the usual manner when parking it;

15.2.5 For the risk of tap water

- (1) in rooms below ground level, store supplies and goods at least 12 cm above the floor;
- (2) Always maintain the insured water-carrying systems and facilities in proper condition and have any defects, malfunctions, or damage repaired immediately in accordance with recognized technical standards.
- (3) Shut off, drain, and keep drained any unused water-carrying systems and facilities.
- (4) heat all rooms sufficiently during the cold season and check this frequently, or shut off, empty, and keep empty all water-carrying systems and facilities there;

15.2.6 for the risk of storm/hail, to maintain the buildings in which the insured items are located, in particular roofs and items attached to the outside of the building, in proper condition at all times and to have any defects, malfunctions, or damage repaired immediately in accordance with recognized technical standards;

15.2.7 For the risk of flooding/backwater

- (1) Keep drain pipes on the property of the insured location clear and install backflow prevention devices and keep them in working order at all times.
- (2) Store supplies and goods kept in rooms below ground level at least 12 cm above the floor.

15.2.8 for other natural hazards, take all necessary and reasonable precautions against damage caused by natural forces;

15.2.9 for the risk of damage to the contents of the motor vehicle, ensure that

- (1) the driver of the means of transport is in possession of a valid driving license for this purpose;

- (2) only means of transport that are suitable for the collection and transport of the goods, are in a condition that complies with legal requirements, and are approved by the police are used;
- (3) the approved load capacity is not exceeded;
- (4) to prevent theft, all existing security devices on the means of transport are fully functional and are activated during unsupervised parking;
- (5) to prevent theft, parked trailers are properly secured against unauthorized coupling and uncoupling;
- (6) To prevent theft during the night (from 11 p.m. to 6 a.m.), in addition to clauses (4) and (5), the means of transport
 - is located in a locked single garage or in an enclosed and locked area of an inhabited property, or is under constant supervision, or
 - is located in the immediate vicinity of an inhabited property, an open police station, an open hotel, a motorway service station, or a hotel garage;
- (7) items are properly packed in accordance with their requirements and are loaded and secured in an appropriate manner;
- (8) all means of transport available to him are always registered for insurance.

15.3 Consequences of breach of obligation

If the policyholder violates one of the obligations specified in Section 15.2, the insurer is entitled to terminate the policy under the conditions described in Section 7 AT 12 or is also wholly or partially exempt from payment.

15.4 Temporary deviation from regulations For the risk of fire, temporary deviations from safety and operating regulations during construction, conversion, and repair work on the property where the insured location is located shall not be considered a breach of contract within the meaning of Section 7 AT 12, provided that they are necessitated by compelling technical reasons and are carried out with the requisite increased care, and if such deviations also represent an increase in risk, they shall not be considered a breach of clause 8 AT 12. Deviations lasting longer than four months shall not be considered temporary.

16 Insured value; sum insured

16.1 Business equipment

The insured value of the business equipment (see Section 1.1.1) is

16.1.1 the replacement value. Replacement value is the amount that must be spent to replace items of the same type and quality in new condition or to manufacture them from scratch; the lower amount is decisive.

The replacement value also includes expenses incurred because the restoration or replacement of the items of the same type and quality is either not possible or would only be possible at unreasonable expense due to technological progress. The replacement goods

must be as close as possible to the existing items.

Additional costs due to official restoration restrictions, which arise because items may not be restored or replaced in the same type and quality due to public law regulations, are not included in the replacement value, unless these additional costs are to be taken into account as technological progress in accordance with paragraph 2. Insurance cover for additional costs due to official restoration restrictions is provided in accordance with the agreements on insured costs.

Additional costs due to price increases between the occurrence of the insured event and the restoration or

replacement are also not included in the replacement value. Insurance coverage for these additional costs is provided in accordance with the agreements on insured costs.

16.1.2 the current value, if insurance is only agreed at current value or if the current value is less than 40 percent of the replacement value (current value reservation).

The current value is calculated from the replacement value of the business equipment by deducting an amount corresponding to its condition, determined in particular by the degree of wear and tear.

Items that are in constant use for their intended purpose and are properly maintained are also insured at replacement value if the current value is less than 40 percent of the replacement value.

16.1.3 The fair market value, insofar as the item can no longer be used for its intended purpose in general or in the policyholder's business.

Fair market value is the sale price that the policyholder can achieve for the item or for the scrap material.

If insurance cover has been agreed for items outdoors (see section 14.2.6) or for items attached to the outside of the building, the insured value is calculated in accordance with sections 16.1.1 to 16.1.3.

16.2 Inventories and goods

The insured value of inventories and goods (see Sections 1.1.2 and 1.1.3) is the amount that must be spent to replace items of the same type and quality or to manufacture them from scratch; the lower amount shall apply.

Additional costs due to price increases between the occurrence of the insured event and the restoration or replacement of the inventories and goods are not to be taken into account. Insurance cover for these additional costs is provided in accordance with the agreements on insured costs.

The insured value is limited by the achievable sales price; in the case of unfinished own products, it is limited by the achievable sales price of the finished products.

16.3 Securities

The insured value of securities is

16.3.1 for securities with an official price, the average unit price on the day of the last quotation on all official stock exchanges in the Federal Republic of Germany; 16.3.2 for savings accounts, the amount of the credit balance;

16.3.3 for other securities, the market price.

16.4 Other items

Unless otherwise agreed, the insured value

16.4.1 of samples, display models, prototypes, and exhibits, as well as of type-specific production equipment no longer required for ongoing production,

16.4.2 items leased without a purchase option or leased items for which the purchase option had expired at the time of the damage, and

16.4.3 all other movable items not mentioned in clauses 16.1 to 16.3

either the current market value in accordance with Section 16.1.2 or, under the conditions specified therein, the fair market value in accordance with Section 16.1.3.

16.5 Loss of earnings

The insured value of the loss of earnings (see Section 2) is calculated as the sum of the insured values of the insured items, data, and programs in accordance with Sections 1.1 to 1.4.

The insured value of the loss of earnings increases if

16.5.1 operating equipment and inventories or goods used by the insured business are not insured under this contract, or

16.5.2 operating equipment and inventories or goods are also insured against the same risk by other insurance contracts, but without inclusion of loss of earnings,

by the insured values of the business equipment and inventories or goods specified in sections 16.5.1 and 16.5.2.

16.6 Value added tax

If the policyholder is not entitled to deduct input tax, sales tax must be included.

16.7 Insured sum

16.7.1 The sum insured is the amount agreed in detail between the insurer and the policyholder, which shall correspond to the insured value in accordance with clauses 16.1 to 16.6.

16.7.2 If insurance at replacement value, current value, or fair market value has been agreed, the policyholder shall adjust the sum insured for the insured item to the applicable insurance value for the duration of the insurance relationship.

16.7.3 If, at the time of the insured event, the sum insured does not correspond to the insured value, the provision on underinsurance may apply (see Section 18.5).

17 Adjustment of sums

17.1 Sum adjustment according to index

At the beginning of each insurance year, the sums insured for insured items, data, and programs (see Section 1) shall be increased or decreased to adjust for changes in the value of the insured items, data, and programs and for loss of earnings (see section 2) in line with the percentage change in the producer price index for industrial products in the previous calendar year compared with the calendar year before that.

The percentage is rounded to one decimal place. The index determined and published by the Federal Statistical Office for the month of September is decisive.

17.2 Information about changes

The sums insured calculated in accordance with Section 17.1 shall be rounded up to the nearest 500 euros. The policyholder shall be notified of the new sums insured and the changed premiums.

17.3 Tariff premiums

The increased premiums resulting from the sums insured in accordance with Section 17.2 may not exceed the premium rates applicable at the time of the increase. However, this limit only applies if the new premium rates relate to an unchanged group of insurable risks.

17.4 Precautionary insurance

As long as adjustment of the sums insured has been agreed, the respective sums insured shall be increased by a provision amount of five percent from the date of this agreement.

17.5 Underinsurance

The provisions on underinsurance (see Section 18.5) remain unaffected.

17.6 Right of objection

Within one month of receiving notification of the changed sums insured, the policyholder may retroactively revoke the change notified to him by means of a written declaration. If the policyholder also wishes to make the declaration in accordance with Section 17.7, this must be clearly stated.

17.7 Right of cancellation

The policyholder and the insurer may, subject to a notice period of three months to the end of the current insurance year, demand in writing that the provisions on sum adjustment no longer apply in future.

17.8 Overinsurance

The right to reduce the sum insured due to significant overinsurance is not restricted by this agreement.

18 Scope of compensation

18.1 Calculation of compensation

18.1.1 The insurer shall reimburse

- (1) the insured value (see Section 16) immediately prior to the occurrence of the insured event for items that have been destroyed or lost as a result of an insured event;
- (2) in the case of damaged items, the necessary repair costs at the time of the insured event, plus any reduction in value caused by the insured event and not compensated for by the repair, but not exceeding the insured value immediately prior to the insured event.

The repair costs shall be reduced if the repair increases the insured value of the item compared to the insured value immediately prior to the occurrence of the insured event.

18.1.2 Public law regulations according to which the remaining and technically usable material substance of the insured item affected by the damage may not be reused for restoration shall be taken into account in the calculation of compensation in accordance with clause 18.1.1, provided that

- (1) these are not official orders issued before the occurrence of the insured event or
- (2) the use of the property was not wholly or partially prohibited at the time of the insured event on the basis of public law regulations.

Additional costs due to official restoration restrictions arising from the fact that the insured item affected by the damage may not be restored or replaced in the same type and quality due to public law regulations shall not be reimbursed within the scope of the compensation calculation in accordance with Section 18.1.1, unless these additional costs are to be taken into account as technological progress in the insured value.

18.1.3 The achievable sale price of remnants shall be taken into account in the calculation of compensation in accordance with clauses 18.1.1 and 18.1.2.

18.1.4 Insurance cover for costs is provided in accordance with the agreements under Section 3.

18.2 Loss of earnings

18.2.1 The insurer shall only pay compensation for loss of earnings (see Section 2) if this has been specifically agreed.

When determining the loss of earnings, all circumstances must be taken into account that would have had a favorable or unfavorable effect on the course and results of the business during the interruption period, but no longer than until the end of the liability period, if the interruption or impairment had not occurred.

18.2.2 The compensation must not lead to enrichment. Economic advantages arising after the point in time at which loss of earnings no longer occurs as a result of the interruption or impairment within the liability period must be taken into account appropriately.

18.2.3 Costs shall only be reimbursed if their continued expenditure is legally necessary or economically justified and if they would have been incurred without the interruption or impairment.

18.2.4 Depreciation on items used for business purposes shall not be compensated if the items cannot be used as a result of the property damage.

18.2.5 If the agreed sum insured for loss of earnings does not exceed EUR 500,000, loss of earnings is insured on a first-loss basis (see clause 18.7).

18.2.6 Compensation for loss of earnings is limited to 100 percent of the sum insured per insured event, up to a maximum of EUR 2,500,000 (maximum compensation, see Section 18.9.2).

18.3 Replacement value portion

If compensation at replacement value has been agreed, the policyholder shall only be entitled to the portion of the compensation that exceeds the current value loss (replacement value portion) if and as soon as he has ensured within three years of the occurrence of the insured event that he will use the compensation to

18.3.1 replace movable property that has been destroyed or lost with property of the same type and quality and in new condition. With the prior consent of the insurer, the replacement of used items is sufficient; instead of machines and equipment, machines and equipment of any type may be purchased if their operational purpose is the same;

18.3.2 restore movable property that has been damaged.

18.4 Current value damage

18.4.1 The current value loss for destroyed or lost items is determined in accordance with the provisions on the insured value. In the case of damaged items, the repair costs are reduced by the amount by which the repair would increase the current value of the item compared to its current value immediately before the insured event occurred.

18.4.2 For other items in accordance with Section 16.4, the policyholder shall only be entitled to the portion of the compensation that exceeds the fair market value (see Section 16.1.3) if the conditions set out in Section 18.3 for the use of the compensation are met and restoration is necessary.

18.5 Underinsurance

18.5.1 If the sum insured is lower than the insured value immediately prior to the occurrence of the insured event, this constitutes underinsurance. In the event of underinsurance, compensation in accordance with clauses 18.1 and 18.2 shall be reduced in proportion to the sum insured to the insured value using the following calculation formula:

Compensation = amount of damage multiplied by the sum insured divided by the insured value.

If the compensation for part of the items insured in a position is limited to certain amounts, only these amounts shall be taken into account when determining the insured value of the items affected. If the insured value determined in this way results in underinsurance, the compensation shall be reduced accordingly in accordance with clause 18.1.

18.5.2 Whether underinsurance exists must be determined separately for each agreed item.

18.5.3 The provisions on the deductible under clause 18.8 and the compensation limits under clause 18.9 shall apply in conjunction with clauses 18.5.1 and 18.5.2.

18.5.4 When calculating underinsurance, items insured outside the place of insurance in accordance with Section 14.4 (dependent external insurance) must also be taken into account.

18.6 Waiver of underinsurance

18.6.1 Underinsurance in accordance with Section 18.5 shall not be taken into account if the damage does not exceed ten percent of the total sum insured and does not exceed 50,000 euros.

In the case of fractional insurance, underinsurance in accordance with Section

18.5 shall not be taken into account if the damage does not exceed ten percent of the amount from which the fraction was calculated and does not exceed 50,000 euros.

18.6.2 The waiver of underinsurance in accordance with Section 18.6.1 does not apply to inventories and goods for which cut-off date insurance has been agreed. Sum insured for inventories and goods for which cut-off date insurance has been agreed and sums insured at first risk shall not be taken into account when determining the total amount of the sums insured in accordance with Clause 18.6.1.

18.7 First loss insurance

If first loss insurance has been agreed for individual items, underinsurance for these items will not be taken into account.

18.8 Excess

If an excess has been agreed, the amount calculated as compensation for insured items, including insured costs and, if agreed, loss of earnings per insured event, shall be reduced by the excess agreed for this item.

The provisions on compensation limits in accordance with Section 18.9 shall apply following this reduction.

18.9 Compensation limits

The insurer shall pay compensation per insured event up to a maximum of

18.9.1 up to the sum insured agreed for each item;

18.9.2 up to the additionally agreed compensation limits;

18.9.3 up to the agreed maximum annual compensation. All losses that commence in the current insurance year are covered by the maximum annual compensation.

Compensation for

(1) flooding/backwater (see section 9),

(2) other natural hazards (see Section 10),

(3) extended coverage hazards (see Section 11),

(4) unnamed hazards (see section 12) is limited to 100 percent of the sum insured for each hazard for damage to insured property (see section 1), for cost damage (see Section 3) to the compensation limit agreed in the insurance contract and – if agreed – for loss of earnings (see Section 2) to the sum insured agreed in the insurance contract, but limited to a maximum of EUR 5,000,000 per insurance year (maximum annual compensation).

The lower amount shall apply.

18.10 Value added tax

Value added tax will not be reimbursed if the policyholder is entitled to deduct input tax. The same applies if the policyholder has not actually paid the value added tax in connection with the restoration or replacement.

18.11 Definition of event

An insured event is defined as all damage occurring within 72 hours as a result of the same cause.

This does not apply to the risks of fire (see section 4.1.1) and burglary (see section 4.1.2).

18.12 Special agreements for motor vehicle contents

18.12.1 The sum insured agreed in the insurance policy must correspond to the highest insured value of all goods that can be transported using all means of transport simultaneously.

18.12.2 The policyholder may distribute the agreed sum insured among the means of transport registered for insurance at his discretion, provided that the total value of all goods transported does not exceed the agreed sum insured when all means of transport are used simultaneously.

18.12.3 The maximum limit of indemnity is the sum insured agreed in the insurance policy; the indemnity per means of transport is limited to the amount agreed for this purpose (compensation limit).

18.12.4 If, on the day of the loss, the sum insured is lower than the insured value of the cargo of all means of transport used simultaneously immediately before the occurrence of the insured event (underinsurance), the compensation shall be reduced in accordance with clause 18.5.1.

19 Restored items

19.1 Duty to notify

If the whereabouts of lost items are determined, the policyholder or the insurer must notify the contractual partner in writing immediately after becoming aware of this. **19.2 Recovery before payment of compensation** If the policyholder has recovered possession of a lost item before full compensation for this item has been paid, they shall retain their claim to compensation if they make the item available to the insurer within two weeks.

Otherwise, any compensation granted for this item must be returned.

19.3 Recovery after payment of compensation

19.3.1 If the policyholder has regained possession of a lost item after compensation has been paid for this item in the full amount of its insured value, the policyholder must repay the compensation or make the item available to the insurer.

The policyholder must exercise this option within two weeks of receiving a written request from the insurer; after this period has expired without result, the option shall pass to the insurer.

19.3.2 If the policyholder has regained possession of a lost item after compensation has been paid for this item which, according to the terms and conditions, is less than the insured value, the policyholder may keep the item and must then repay the compensation.

If he does not agree to this within two weeks of receiving a written request from the insurer, the policyholder must, in agreement with the insurer, have the item sold by public auction to the highest bidder.

The insurer shall receive the portion of the proceeds, less the costs of sale, which corresponds to the compensation paid by it in accordance with the terms and conditions.

19.4 Damaged items

If replaced items have been damaged, the policyholder may demand or retain the compensation in accordance with the terms and conditions in the amount of the repair costs even if the items remain with him in the cases specified in clause 19.2 or clause 19.3.

19.5 Equal treatment

Possession of a recovered item is deemed equivalent if the policyholder has the opportunity to regain possession.

19.6 Transfer of rights

If the policyholder is required to make recovered items available to the insurer, they must transfer to the insurer the possession, ownership, and all other rights to which they are entitled in relation to these items.

19.7 Reversal of invalid securities If a security has been declared invalid in a public notice procedure, the policyholder shall have the same rights and obligations as if he had recovered the security. However, the policyholder may retain the compensation if he has incurred a loss of interest due to a delay in payments due from the securities.

20 Sale of insured items

20.1 Legal relationships after transfer of ownership

20.1.1 If the insured item is sold by the policyholder, the purchaser shall, at the time of transfer of ownership, assume the rights and obligations of the policyholder arising from the insurance relationship for the duration of his ownership.

the insurance relationship.

20.1.2 The transferor and the transferee are jointly and severally liable for the premium attributable to the insurance period in progress at the time of the transferee's entry.

20.1.3 The insurer must only accept the purchaser's entry into the contract once it has been notified thereof.

20.2 Rights of termination

20.2.1 The insurer is entitled to terminate the insurance relationship with the purchaser with one month's notice. This right of termination expires if it is not exercised within one month of the insurer becoming aware of the sale.

20.2.2 The purchaser is entitled to terminate the insurance relationship with immediate effect or at any later date until the end of the insurance year in writing.

The right of termination expires if it is not exercised within one month of the acquisition or, if the purchaser is unaware of the existence of the insurance, within one month of becoming aware of it.

20.2.3 In the event of termination in accordance with clauses 20.2.1 and 20.2.2, the transferor shall be solely liable for the payment of the premium.

20.3 Duty of disclosure

20.3.1 The transferor or transferee must notify the insurer of the transfer in writing without delay.

20.3.2 If the notification has not been made, the insurer shall not be obliged to pay benefits if the insured event occurs more than one month after the date on which the notification should have been received and the insurer proves that it would not have concluded the existing contract with the purchaser.

20.3.3 Notwithstanding Section 20.3.2, the insurer is obliged to pay benefits if it was aware of the sale at the time when it should have received notification, or if the period for termination by the insurer had expired at the time of the insured event and it had not terminated the policy.

21 Premium calculation and premium adjustment

21.1 Premium calculation

The tariff premium is calculated by multiplying the sum insured by the respective premium rate for the individual risk type, including any necessary surcharges for special risk conditions. For individual inclusions, either the premium rate increases or fixed premium surcharges are levied. **21.2 Premium rate**

The respective premium rate is calculated taking into account the expected claims requirements for the type of risk, the costs of sales, administration, reinsurance, the profit margin, the cost of capital, and the fire protection tax, if applicable. The expected claims requirement is determined on the basis of statistics that are only available at intervals of several years. The tariff applicable at the time of application is therefore based on the figures available at that time.

21.3 Premium adjustment

The insurer is entitled to adjust the contractually agreed premium rate or fixed premium surcharge at the beginning of each insurance year. The adjustment shall be made while retaining the calculation method underlying the contract and in accordance with the expected development of the claims requirement for the type of risk until the end of the insurance year and the actual change in the cost rates for sales, administration, reinsurance, fire protection tax, and capital costs that has occurred since the tariff calculation underlying this contract. Changes in capital costs shall only be taken into account for the adjustment to the extent that they arise from legal or regulatory requirements.

21.4 Upper limit

The upper limit for a premium adjustment in accordance with Section 21.3 is the tariff premium for comparable insurance cover in new business.

21.5 Termination

The policyholder is entitled to terminate the insurance contract within one month of notification of the premium adjustment, with effect from the date on which the premium adjustment takes effect at the earliest.

General declaration regarding VBIG 12

I. Compensation limits

Unless otherwise agreed, compensation for insured items, data, and programs (see Section 1 VBIG 12) is limited to the following amounts:

for fire, burglary, tap water, storm/hail, flooding/backwater, other natural hazards, extended coverage hazards, and unnamed hazards

1. for damage to non-operational stocks and goods (see Section 1.1.3 VBIG 12) to 15 percent of the sum insured, up to a maximum of EUR 20,000; **in the case of burglary**
2. for damage covered by dependent external insurance (see section 14.4 VBIG 12) caused by the risk of burglary to EUR 2,500;
3. for damage caused by the risk of burglary, in particular to shop window contents, without the perpetrator entering the building (see Section 6.1, last paragraph, VBIG 12), to 5,000 euros;
4. for damage to insured items in display cases or showcases caused by the risk of burglary (see Section 6.5 VBIG 12) to 1,500 euros;

in the risks for damage to the contents of motor vehicles

5. for risks of damage to motor vehicle contents per means of transport (see Section 18.12.3 VBIG 12) to EUR 10,000.

II. Additional inclusions

Unless otherwise agreed, the following items and costs are also insured on a first-loss basis up to the respective compensation limits:

1. in total up to 100 percent of the sum insured agreed for the insured items in accordance with Sections 1.1 to 1.3 VBIG 12, up to a maximum of EUR 2,500,000:

for the risks of fire, burglary, tap water, storm/hail, flooding/backwater, as well as other natural hazards, extended coverage risks, and unnamed risks

- 1.1 Clean-up, demolition, and cordoning-off costs; moving and protection costs; firefighting costs; insulation costs for radioactively contaminated items in accordance with Section 3.3 VBIG 12;
- 1.2 Costs for the decontamination of soil in accordance with Section 3.4 VBIG 12;
- 1.3 Expert costs in accordance with Section 3.5 VBIG 12;
- 1.4 Additional costs due to price increases in accordance with Section 3.6 VBIG 12;
- 1.5 Additional costs due to restoration restrictions imposed by authorities in accordance with Section 3.7 VBIG 12;
- 1.6 Restoration costs for business documents in accordance with Section 3.8 VBIG 12;
- 1.7 summons and restoration costs for documents in accordance with Section 3.9 VBIG 12;

in the event of fire, tap water, storm/hail, flooding/backwater, other natural hazards, extended coverage hazards, and unnamed hazards

- 1.8 Antennas, hazard warning, lighting, and fluorescent tube systems, awnings, signs and banners, canopies, protective and partition walls attached to the outside of the building, insofar as the policyholder bears the risk for these;

in the risk of burglary

- 1.9 costs resulting from the loss of keys to armored safes, armored cash cabinets, multi-walled steel cabinets with a minimum weight of 300 kg or walled-in steel cabinets with multi-walled doors or to vault rooms in accordance with Section 3.10 VBIG 12;

in the risks of fire, burglary, tap water, storm/hail, flooding/backwater, as well as in other natural hazards, extended coverage risks, and unnamed risks

2. Cash and valuables in accordance with Section 1.4.1 VBIG 12
 - 2.1 in locked armored safes, armored cash cabinets, multi-walled steel cabinets with a minimum weight of 300 kg, or walled-in steel cabinets with multi-walled doors, or in vault rooms up to €25,000;
 - 2.2 including, among other things, locks in containers that offer increased security, including against removal of the container itself, up to €2,500;
 - 2.3 unlocked up to €250; **in the case of fire, tap water, storm/hail, extended coverage risks, and unnamed risks**
3. Items in newly added business premises and companies in accordance with Section 14.3 VBIG 12 up to €100,000; **in the event of fire, tap water**
4. Property outdoors outside the insured location but within the premises on which the insured location is located in accordance with Section 14.2.6 VBIG 12 up to €20,000; **in the event of burglary**
5. Repair of damage to buildings in accordance with Section 3.11 and costs of changing locks in accordance with Section 3.12 VBIG 12 up to €15,000;
6. Costs for temporary security measures after a burglary or attempted burglary in accordance with Section 3.13 VBIG 12 up to €2,000;
7. Lock replacement costs for company vehicles according to section 3.14 VBIG 12 up to €1,000;
8. Damage caused by robbery to insured items as well as cash and valuables (see Section 1.4.1 VBIG 12) within a building or property in accordance with Section 6.3 VBIG 12 up to €25,000;
9. Damage caused by robbery to insured items, cash, and valuables (see Section 1.4.1 VBIG 12) during transport in accordance with Section 6.4.1 VBIG 12 up to €15,000;
10. Extension to robbery of insured items, cash, and valuables (see Section 1.4.1 VBIG 12) during transport as a result of extortion or fraud in accordance with Section 6.4.5 VBIG 12 up to €15,000;
11. Damage caused by simple theft of company bicycles in accordance with Section 6.6 VBIG 12 up to €1,000;
12. Damage caused by simple theft and damage to company and practice signs in accordance with Section 6.7 VBIG 12 up to €500;
13. Items in newly acquired business premises and companies in accordance with Section 14.3 VBIG 12 up to €2,500;
14. Cash in cash registers and electronic cash registers in accordance with Section 14.8 VBIG 12 up to €50 per cash register, maximum €500;
15. up to a total of 5 percent of the sum insured agreed for loss of earnings in accordance with Section 2 VBIG 12, up to a maximum of €250,000: **for the risks of fire, burglary, tap water,**

storm/hail, flooding/backwater, as well as other natural hazards, extended coverage hazards, and unnamed hazards

- 15.1 Loss of earnings as a result of loss, alteration, or unavailability of non-duplicated data and programs in accordance with Section 2.1.4 VBiG 12
- 15.2 Increase in loss of earnings due to officially ordered reconstruction or operating restrictions in accordance with Section 2.2.4 VBiG 12;
- 15.3 Costs due to contractual penalties in accordance with Section 3.15 VBiG 12
- 15.4 Additional demurrage charges and similar additional costs in accordance with Section 3.16 VBiG 12;
- 15.5 Loss of value and additional costs according to section 3.17 VBiG 12; **for the risks of fire, burglary, water damage, storm/hail, extended coverage risks, and unnamed risks**

- 15.6 Loss of earnings as a result of property damage to newly acquired business premises and companies in accordance with Section 14.3 VBiG 12;

in the risks of fire, burglary, tap water, storm/hail

- 15.7 Supplier recourse damage in accordance with Section 14.5 VBiG 12; **in the risks for damage to the contents of motor vehicles**
- 16. Salvage and removal costs in accordance with Section 3.18 VBiG 12 up to 1,000 euros.

III. Excesses

Unless otherwise agreed, the following deductibles apply (see Section 18.8 VBiG 12):

- 1. for damage as a result of flooding/backwater (see Section 9 VBiG 12), the deductible specified in the insurance contract applies;
- 2. for damage resulting from other natural hazards (see Section 10 VBiG 12), the deductible specified in the insurance contract applies;
- 3. For damage resulting from extended coverage risks (see Section 11 VBiG 12), an excess of EUR 2,500 applies.
- 4. For damage resulting from unnamed hazards (see Section 12 VBiG 12), an excess of EUR 2,500 applies.
- 5. Damage resulting from risks to the contents of the motor vehicle
 - 5.1 due to emergency braking in accordance with Section 13.2.1, an excess of 20 percent of the damage, minimum EUR 300, applies
 - 5.2 for theft during the night when the vehicle is parked unattended in the immediate vicinity of an inhabited property, an open police station, an open hotel, a motorway service station, or a hotel garage in accordance with Section 13.2.3 and Section 15.2.9 (6), an excess of 20 percent of the damage applies, with a minimum of €300
 - 5.3 During loading or unloading in accordance with Section 13.2.6, an excess of 20 percent of the damage, with a minimum of EUR 300, applies.
- 6. For supplier recourse damages in accordance with Section 14.5 VBiG 12, an excess of 10 percent of the damage applies.
- 7. For damage resulting from the risk of burglary during relocation (move) in accordance with Section 14.9.4 VBiG 12, an excess of 20 percent of the damage applies.

If the insurance contract stipulates deductibles for insured risks other than those specified in sections 1 to 7, the higher amount shall apply unless expressly agreed otherwise.

IV. Other agreements

Up to a loss amount of EUR 10,000, the insurer waives the objection of gross negligence; accordingly, the insurer will not reduce the compensation payment in such cases.

Appendix: Excerpt from the Criminal Code (StGB)

§ 253 Extortion

- (1) Anyone who unlawfully compels a person by force or threat of serious harm to perform, tolerate, or refrain from performing an act, thereby causing damage to the property of the person compelled or another person in order to unjustly enrich themselves or a third party, shall be punished with imprisonment of up to five years or a fine.
- (2) The act is unlawful if the use of force or the threat of harm is to be regarded as reprehensible for the intended purpose.
- (3) Attempting to commit the act is punishable.
- (4) In particularly serious cases, the penalty shall be imprisonment for not less than one year. A case is generally considered particularly serious if the offender acts commercially or as a member of a gang that has formed for the purpose of committing extortion on a continuing basis.

§ 263 Fraud

- (1) Anyone who, with the intention of obtaining an unlawful financial advantage for themselves or a third party, damages the property of another by causing or maintaining an error through the representation of false facts or the distortion or suppression of true facts shall be punished with imprisonment for up to five years or a fine.
- (2) Attempted commission of this offense is punishable.
- (3) In particularly serious cases, the penalty shall be imprisonment for six months to ten years. A particularly serious case shall generally be deemed to exist if the offender
 - 1. acts commercially or as a member of a gang that has formed for the purpose of committing document forgery or fraud on a continuous basis,
 - 2. causes a large-scale loss of assets or acts with the intention of putting a large number of people at risk of losing assets through the continued commission of fraud,
 - 3. causes another person to suffer economic hardship,
 - 4. abuses his powers or position as a public official, or
 - 5. fakes an insurance claim after he or another person has set fire to an object of significant value for this purpose or destroyed it wholly or partially by arson, or caused a ship to sink or run aground.
- (4) Section 243 (2) and Sections 247 and 248a apply accordingly.
- (5) Anyone who commits fraud on a commercial basis as a member of a gang that has formed for the purpose of committing crimes under Sections 263 to 264 or 267 to 269 on a continuing basis shall be punished with imprisonment of between one and ten years, or in less serious cases with imprisonment of between six months and five years. (6) The court may order supervision of conduct (Section 68 (1)).
- (7) Sections 43a and 73d shall apply if the offender acts as a member of a gang that has formed for the purpose of committing crimes under Sections 263 to 264 or 267 to 269 on a continuous basis. Section 73d

shall also apply if the offender acts commercially.