Accident Insurance application form

Wunderlich Financial Consulting GmbH
Erlenstr. 27
CH-2555 Brügg
office@wunderlich-consulting.net
www.wunderlich-consulting.net

Broker:

Notice on behalf of potential insurers:
Please note that we ask the following questions on behalf of the insurers named in the general customer information, who might cover your risks. The insurers will make a decision to accept or decline the contract based on your answers.

Policyholder (PH):	Surname Forename
Date of birth / Tax number:	
Email*/Mobile number*:	
Address:	
Insured person (IP): (if not policyholder)	Surname Forename
Date of birth / Tax number:	
Email:	
Address:	Telephone:
Marital status:	❑ Married ❑ Divorced ❑ Widowed ❑ Single Gender: _____ Number of children: _____
Profession / Other income:	
Employer:	Annual income in requested currency:
Endowment Beneficiary	❑ PH ❑ IP ❑ Other: Date of birth:
Death Beneficiary	❑ PH ❑ IP ❑ Other: Date of birth:

* Is absolutely necessary

Start of coverage (1): _____, 00.00 a.m.

Currency: ❑ EUR ❑ CHF ❑ USD ❑ GBP

May we name you as a client reference? ❑ Yes ❑ No

Payment: ❑ annual ❑ biannual + 3% ❑ quarterly + 5% ❑ monthly + 7%
(Minimum payment 50.00)

❑ Provisional coverage (1)

(1) Start of coverage: upon our receipt of the insurance application, duly completed and signed, on the condition that the insurer or his representative accepts and that the premium is paid by the insured person or the policyholder. Should you apply for provisional coverage, you shall waive any right to withdrawal or objection. The provisional coverage shall be granted, however, subject to medical assessment of the risk and on the condition that the premium has been paid. The policyholder shall be bound to the application for 4 weeks.

Type of coverage	Maximum sum	Insurance sum	Premium rate	Net Premium
Incapacity sum without Progression (either)	2,000,000		1.50 per 1,000	
Incapacity sum with 400% Progression (or)	500,000		2.30 per 1,000	----
Accidental Death	2,000,000		0.90 per 1,000	

Insured without paying contributions are:
rescue costs and cosmetic surgeries to 10,000
Insurable age: 0-70 years

Net premium
+ respective local insurance tax
Annual Premium

* For children and adolescents up to the age of 18, the premium rate is reduced by 40%. The maximum sums insured are reduced by 50%.

❑ I would also like to apply the terror cover. The premium increases by 10%.

Direct debit authorization and SEPA direct debit mandate in EUR

☒ Mandate for recurring payments Mandate reference number and Creditor ID will be communicated separately.

I/We hereby grant "Wunderlich Financial Consulting GmbH" permission to collect premiums from my/our bank account by direct debit. At the same time I/we shall instruct my/our bank to clear the direct debits drawn from my/our account. Note: I/We may demand a refund of the amount debited at my/our bank within eight weeks from the debit date. The direct debit conditions agreed with my/our bank shall apply.

IBAN _____ BIC_____

_____	_____	_____	X _____
Name of bank	Place	Date	Signature of account holder

Please fill in only if policyholder/applicant is different from account holder/payer.

_____

Name, street, house number, zip code, city and country

Instructions pursuant to section 19 (5) of the Insurance Contract Act (VVG) regarding the consequences of a breach of the statutory duty of disclosure

Dear customer,
In order for us to properly assess your application or non-binding request for an insurance proposal, you are obliged to answer the enclosed questions fully and truthfully. You must disclose even the circumstances you consider to be of little or no importance.

Information which you do not want to provide to the insurance broker must be provided in writing directly to Wunderlich Financial Consulting GmbH, Erlenstr. 27, CH-2555 Brügg, office@wunderlich-consulting.net, Fax +41 32 5520571.

Should a person other than the policyholder be insured, you and this person shall be responsible for answering these questions fully and truthfully.
Please note that your cover may be jeopardised should you provide incorrect or incomplete information. The following information contains further details about the consequences of a breach of the duty of disclosure. Should you send us a non-binding request for an insurance proposal, we require your complete and true information in order to be able to provide you with an offer for the conclusion of the desired insurance contract. In this case, please note that our proposal is only valid provided that, until your "declaration as to the conclusion of a contract"[1] (declaration of intent to conclude a contract; contractual agreement) which may be found in the declaration of acceptance, there have been no changes to the information provided by you previously and – if not the same person – by the insured person.
Should your situation change before the declaration of acceptance, with the result that the questions asked by us would be answered differently than before, you and the insured person shall be obliged to notify us of these changes. When you submit the contractual agreement, we shall expressly ask you and the insured person to give us a binding confirmation that the questions asked by us regarding the insurance contract have been answered fully and truthfully and that you have notified us of any changes.

What is the precontractual duty of disclosure?
By the time of submission of your contractual agreement, you are obliged to fully and truthfully disclose all risk-relevant circumstances about which we asked in writing. You are also obliged to answer should we make a written request for information regarding risk-relevant circumstances after your contractual agreement but prior to acceptance of the contract.

What are the consequences of a breach of precontractual duty of disclosure?

1. Cancellation and loss of insurance cover
Should you breach the precontractual duty of disclosure, we shall have the right to cancel the contract. This shall not apply if you establish that this breach was neither wilful intent nor gross negligence.
In the case of gross negligence our right to cancellation shall be excluded if we would have concluded the contract, even under different conditions, in full knowledge of the undisclosed circumstances.
In the case of cancellation, there shall be no insurance coverage. Should we declare cancellation after an insurance claim arises, we shall still be obliged to honour valid insurance claims[2], provided that you establish that the circumstances which were not mentioned or mentioned incorrectly did not cause
–the occurrence or determination of the insurance claim
– nor the determination or the scope of our "duty to perform" (e.g. duty to indemnify or honour valid insurance claims).
However, our obligation to pay shall lapse, if you have maliciously breached the duty of disclosure.
In the case of cancellation, we shall be entitled to the part of the premium which would have been due from the start of the contract until the declaration of cancellation entered into force.

2. Termination
Should you breach the precontractual duty of disclosure without fault or only by simple negligence, we shall have the right to terminate the contract after giving one month's notice.
Our right to terminate shall be excluded if we would have concluded the contract, even under different conditions, in full knowledge of the undisclosed circumstances.

3. Contractual amendments
If we are unable to cancel or terminate because we would have concluded the contract, even under different conditions, if we had been in full knowledge of the undisclosed circumstances, the other conditions shall become a contract component upon our request. If you have breached the duty of disclosure without fault, the other conditions shall become a component of the contract only starting from the current insurance period.
If the premium increases by more than 10% as a result of the amendment to the contract or should we exclude risks for the undisclosed circumstances, you may terminate the contract without notice within one month after you have received notification of the amendment to the contract. We shall advise you of this right in our notification.

4. Exercising our rights
We may exercise our right of cancellation, termination or amendment in writing only within a period of one month. This period starts the moment we become aware of the breach of the duty of disclosure which justifies us exercising our rights. When exercising our rights, we must state the circumstances on which we have based our decision. As justification we may also subsequently state other circumstances as long as the period according to sentence 1 above has not expired.
We cannot invoke our right of cancellation, termination or amendment if we were aware of the undisclosed circumstance or the inaccuracy of the disclosure.
Our right of cancellation, termination or amendment shall lapse upon expiration of five years after conclusion of the contract. This shall not apply to insurance claims which were made before the expiration of this period. If you have intentionally or maliciously breached the duty of disclosure, the period shall be ten years.

5. Representation by another person
Should you be represented by someone else when concluding the contract, the knowledge and malice of your representative as well as your own knowledge and malice shall be taken into account with regard to the duty of disclosure, the right of cancellation, termination, amendment and expiration period for exercising our rights. You may assert the defence that the breach of the duty of disclosure was neither by intent nor by gross negligence, as long as you and your representative are not guilty of wilful intent or gross negligence.

[1] according to the wording in the official translation of the German Civil Code.
[2] according to the wording in the official translation of the German Civil Code.

Instructions regarding withdrawal[3] / revocation (for customers only)

1. Right of revocation
You may revoke your contractual agreement in writing (e.g. letter, fax, email) without given reason within a period of 14 days. The period begins after you have received the insurance policy, the contractual provisions including the contractual documents, the information pursuant to Art. 3 of the Federal Insurance Contract Act (VVG) and these instructions, each in text form. Timely dispatch of the revocation is sufficient to comply with the revocation period. The withdrawal is to be sent to:

Wunderlich Financial Consulting GmbH, Erlenstr. 27, CH-2555 Brügg, office@wunderlich-consulting.net, Fax +41 32 5520571.

2. Consequences of revocation
Insurance coverage shall be terminated in the event of an effective revocation, and we shall be obligated to repay the share of the premiums paid for the period after receipt of the revocation, if you had agreed that the insurance cover commences prior to the end of the revocation period. In this case, we may retain the share of the premiums paid until receipt of revocation; this is the amount of the relevant portion of the annual premium which is calculated as follows: number of days on which insurance cover existed multiplied by 1/360 of the annual premium. The duty to reimburse shall be fulfilled without undue delay, at the latest 30 days after receipt of the revocation. If the insurance cover does not commence prior to the end of the revocation period, we shall reimburse the insurance premiums paid and any claimed benefits (e.g. interest) upon effective revocation.

3. Special instructions
Your right of revocation shall cease to apply if the contract has been wholly fulfilled by both sides at your explicit request before you have exercised your right of revocation. You shall have no right of revocation for contracts with a duration of less than two months or for contracts with provisional coverage. If you revoke an insurance contract replacing or modifying an already existing contract with the insurer, your original insurance contract shall remain in force.

Declaration of consent to data protection (data storage, transfer and request)

Data protection notice
As of 25.05.2018, the EU General Data Protection Regulation (GDPR) is effective in all member states of the European Union. The reversed Federal Act on Data Protection of Switzerland applies from 01.01.2022.
The GDPR standardises the rules for processing personal data. This ensures the protection of personal data overall, and guarantees the free movement of data within the European Union. The new provisions of the GDPR place particularly high emphasis on transparency in data processing and extensive rights of the data subjects.
Information on data protection is also available on the internet at https://www.wunderlich-consulting.net/en/privacy-policy
With this notice, we hereby inform you of the processing of your personal data by us and the insurers and the rights you are entitled to according to data protection law.

Persons responsible for the data processing (controllers)
Wunderlich Financial Consulting GmbH, Erlenstr. 27, 2555 Brügg, Switzerland
Managing directors: Claus Wunderlich, Filip Apostolov
Tel. + 41 32 5520570, Fax +41 32 5520571, office@wunderlich-consulting.net, www.wunderlich-consulting.net

as well as the respective insurers.

Purposes and legal bases of the data processing
We (Wunderlich Financial Consulting GmbH and the respective insurers) process your personal data in compliance with the EU General Data Protection Regulation (GDPR), Federal Act on Data Protection (DSG), the provisions of the Insurance Contract Act (VVG) relevant to data protection law as well as all further applicable laws.

When you make an application for insurance coverage or request a quote, we require the information provided by you here to conclude the contract or provide the quote and to estimate the risk to be assumed by us. If the insurance contract comes into effect, we process these data for the performance of the contractual relationship, e.g. to issue policies or invoices. We require details in the event of a claim, for example, in order to verify whether an insured event has occurred and what the extent of the payout is.

The conclusion i.e. the performance of the insurance contract is not possible without the processing of your personal data.

Beyond this, we require your personal data in order to create insurance-specific statistics, such as to develop new tariffs or to fulfil regulatory requirements. We may use the data of all contracts concluded with us for an observation of the overall customer relation, for example for consultation regarding an adjustment or supplement to the contract, for making decisions on goodwill gestures, or for the comprehensive provision of information. The legal basis for this processing of personal data for pre-contractual and contractual purposes is Art. 6 Para. 1b GDPR. If special categories of personal data (e.g. your health data upon concluding an insurance contract) are necessary for this purpose, we seek your consent in accordance with Art. 9 Para. 2a in connection with Art. 7 GDPR. If we create statistics using these data categories, this occurs on the basis of Art. 9 Para. 2j GDPR in connection with DSG.
We also process your data in order to preserve our interests or those of third parties (Art. 6 Para. 1f GDPR). This can be necessary in particular:

- to ensure IT security and IT operations,
- to advertise our own insurance products and their cooperation partners as well as to carry out market and opinion surveys,
- to prevent and clear up offences, we use data analyses in particular to detect signs that may point to insurance fraud.

In addition to this, we process your personal data in order to fulfil legal obligations such as regulatory requirements, commercial and fiscal obligations to retain data, or our duty to give advice. In this case, the legal basis for the processing is formed by the respective legal regulations in connection with Art. 6 Para. 1c GDPR. If we wish to process your data for a purpose that has not been mentioned, we will inform you of this beforehand in the context of the legal provisions.

Categories of recipients of personal data
Reinsurers:
Risks assumed by the insurers can be insured with special insurance companies (reinsurers). For this, it may be necessary to transmit the data of your contract and potentially of your claim event to a reinsurer so that the reinsurer can form a more complete picture of the risk or the claim event.
Intermediaries:
If you are attended to by an intermediary with regard to your insurance contracts, your intermediary processes the application, quote, contract and claim data required for the conclusion and performance of the contract. Our company also transmits these data to the intermediaries who serve you if they require this information to serve and advise you in your insurance and financial service matters.
External service providers:
We partially make use of external service providers in order to fulfil our contractual and legal obligations. You can request the currently valid list of the contractors and service providers used by us with whom we have more than just temporary business relations at any time.
Further recipients:

[3] according to the official translation of the German Civil Code for *Widerruf*.

Beyond this, we may transmit your personal data to further recipients, such as to authorities in order to fulfil legal reporting obligations (e.g. social insurance agencies, financial authorities or law enforcement authorities).

Duration of the data storage
We delete your personal data as soon as they are no longer required for the purposes stated. What may occur here is that personal data are stored for the period in which claims can be asserted against our company or the respective insurers (legal limitation period of three or up to thirty years). In addition, we also store your personal data insofar as we are legally obliged to do so. Corresponding obligations to provide evidence and to retain data arise from, among other things, the Commercial Code, the Fiscal Code and the Money Laundering Act. In accordance with these, the storage periods amount to up to ten years after termination of the contract.

Data subject rights
You can request information on the data stored on your person at the stated address. In addition, you can request the rectification or deletion of your data under certain circumstances. Furthermore, you may have a right to restriction of the processing of your data as well as a right to issuance of the data provided by you in a structured, common and machine-readable format.

Right of objection
You have the right to object to the processing of your personal data for the purposes of direct advertising. If we process your data in order to preserve legitimate interests, you may object to this processing if your particular situation provides reasons against the processing of the data.

Right of appeal
You have the possibility to lodge a complaint with a data protection supervisory authority in your country of residence.

Automated individual decisions
Based on your statements on risk, which we ask you about when you make an application or request a quotation, we can make fully automated decisions, for example regarding the conclusion of the contract, potential risk exclusions or the amount of the premiums to be paid by you.

Consent to the Elicitation and Use of Health Data and Authorisation to Release from the Obligation to Secrecy

The provisions of the Insurance Contract Act, the Data Protection Act and other data protection regulations do not contain sufficient legal foundations for the elicitation, processing and use of health data by insurance companies. In order to be allowed to elicit and use your health data for this application and the contract, pursuant to data protection legislation **Wunderlich Financial Consulting GmbH** (hereinafter referred to as WFC GmbH) and the **insurance company with which the insurance contract was concluded** therefore requires your consent(s). In addition, the insurance company with which your insurance contract was concluded, requires your authorisations to release bodies from the obligation to secrecy in order to be allowed to elicit your health data at points subject to secrecy like, e.g. medical practitioners. Being a life insurance (health insurance) undertaking, the insurance company requires such release from the obligation to secrecy in order to be allowed to forward your health data or other data protected under the Criminal Code, like, e.g. the fact that a contract with you exists, to other agencies, e.g. IT providers.

The following declarations of consent and release from the obligation to secrecy are indispensable for assessing your application as well as for establishing, performing or terminating your insurance contract. Should you not provide them, as a general rule conclusion of the contract would not be possible.

The declarations concern the handling of your health data and other data protected under the Criminal Code
- by WFC GmbH and by the insurance company itself (under 1.),
- in connection with making enquiries at third parties' (under 2.),
- when forwarding to agencies external to the insurance company (under 3.) and
- if the contract does not come into being (under 4.).

The declarations also apply to any persons legally represented and to be co-insured by you, like your children, to the extent the latter fail to recognise the consequences of such consent and are therefore unable to submit their own declarations of consent.

1. Elicitation, Storage and Utilisation by the Insurance Company of Health Data Communicated by You
I consent to WFC GmbH's and the insurance company's eliciting, storing and using the health data communicated by me in this application and in future to the extent this is necessary for review of the application and for establishing, performing or terminating this insurance contract.

2. Queries About Health Data at Third Parties'

2.1. Making Enquiries About Health Data at Third Parties' for the Purpose of Risk Assessment and for the Purpose of <u>Review of the Duty to Provide Benefits</u>

For the assessment of the risks to be insured, it may be necessary to obtain information from bodies that are in possession of your health data. In addition, it may be necessary for the purpose of reviewing duty to provide benefits that the insurance company must subject to scrutiny the data on your health circumstances that you provided in order to establish claims or that ensues from the submitted documents (e.g. invoices, statutory instruments, expert opinions) or communications e.g. of a medical practitioner or of other parties belonging to a healing profession.
Such review will only take place if necessary. For this, the insurance company needs your consent, including a release from the obligation to secrecy for itself and for these bodies, if health data or other information protected has to be passed on within the framework of this query. You may grant these declarations already at his point (Option 1) or later in the individual case (Option II). You may change your decision at any time. Please select one of the two following options:

<u>Option I:</u>
❑ I give my consent – if required for the risk assessment or for review of the insured event – to the insurance company's eliciting my health data from medical practitioners, care personnel and employees of clinics, other hospitals, care homes, health insurers, statutory health insurance companies, trade associations and authorities, and using it for these purposes. I release the stipulated persons and employees of the stipulated facilities from their obligation to secrecy to the extent my admissibly stored health data from examinations, consultations, treatments and insurance applications and contracts from a period of up to ten years prior to application are transmitted to the insurance company. I furthermore agree in this connection – if required – to the passing on of my health data to these bodies and in this respect also release the persons employed by the insurance company from their obligation to secrecy.
Prior to each elicitation of data pursuant to the above paragraphs, I will be informed as to who the data is to be elicited from and for what purpose and it will be pointed out to me that I may object and provide the necessary documents myself.

<u>Option II</u>:
❑ I wish the insurance company to notify me in each individual case about what persons or organisations require the information and for what purpose. I will then decide in each case:
Whether I agree to such elicitation and use of my health data by the insurance company, whether I release the person or organisation, and his/her/its employees from their obligation to secrecy and whether

- I consent to the transfer of my health data to the insurance company
- or whether I provide the required details myself.

I am aware that this may lead to a delay in the processing of the application, or in the review of the duty to provide benefits.
To the extent the above statements refer to the details provided by me when applying for insurance, they will be effective for a period of five years subsequent to conclusion of contract. If there are specific indications that incorrect or incomplete details were intentionally provided when insurance was applied for, the period will be ten years and for this reason the assessment of risk was influenced, the statements will be effective for a period of up to ten years subsequent to conclusion of the contract.

2.2. Statements in the Event of Your Death
For the purpose of reviewing the duty to provide benefits, it may be necessary to review your health data even after your death. A review may also be necessary if up to ten years subsequent to conclusion of contract, for the insurance company concrete clues reveal that when the application for insurance was made incorrect or incomplete details were provided and for this reason the assessment of risk was influenced. The insurance company requires consent and release from the obligation to secrecy also for this purpose. Please select one of the two following options:

Option I:
⇨ ❑ In the event of my death, I give my consent that my health data may be elicited by third persons for review of liability or necessary new review of application as described in the first tick box (see 2.1. above – First Option).

Option II:
⇨ ❑ If – for the purpose of reviewing the duty to provide benefits or of necessary new review of application – it should be necessary to collect health data after my death, decision-making authority in respect of declarations of consent and release from the obligation to secrecy will pass to my heirs or – if this is deviatingly provided for – to the beneficiaries of the contract.

3. Disclosure of your health data and other data protected under the Criminal Code to bodies external to the insurance company
The insurance company will contractually oblige the following bodies to observe the regulations on data protection and data security.

3.1 Disclosure of Data for Medical Examination
For the assessment of the risks to be insured and for review of the duty to provide benefits, it may be necessary to call in medical experts. The insurance company needs your consent and release from the duty to maintain secrecy if your health data and other data protected under § 203 of the Criminal Code are transferred in this connection. You will be notified of a transfer of data in each case.
I consent to the insurance company's transferring my health data to medical experts, to the extent this is necessary within the framework of risk review or review of the duty to provide benefits and that my health data is used there in accordance with their designated purpose and that the results are transmitted back to the insurance company. In respect of my health data and other data protected under the Criminal Code, I release the persons working on behalf of the insurance company and the experts from their duty to maintain secrecy.

3.2 Transfer of Tasks to Other Bodies (Companies or Persons)
Particular tasks such as processing insured events or customer assistance by telephone, in connection with which the collection, processing or use of your health data may become necessary, are in some cases not carried out by the insurance company itself but their discharge is transferred to another company of the insurance group, or another body. If your data protected under the Criminal Code are disclosed in this connection, the insurance company needs your release from the duty to maintain secrecy for itself and, if required, for the other bodies.
For the disclosure of your health data and their use by the bodies mentioned above, the insurance company needs your consent.
I consent to the insurance company' transferring of my health data to the bodies specified in the list mentioned above and to my health data being collected, processed and used there for the specified purposes to the same extent as the insurance company would be allowed to. To the extent required, I release the employees of the insurance company, and of the insurance company's group of undertakings, and of other bodies from their duty to maintain secrecy in respect of the disclosure of health data and other data protected under the Criminal Code.

3.3 Disclosure of Data to Reinsurance Companies
To insure satisfaction of your claims, the insurance company may conclude contracts with reinsurance companies who assume the risk insured in whole or in part. In some cases, these reinsurance companies use for this purpose other reinsurance companies to whom they likewise transmit your data. The insurance company may submit your application for insurance or request for payment to the reinsurance company so that the reinsurance company can gain its own impression of the risk or the insured event. This would be the case, in particular, if the cover sum is extremely high or the risk is difficult to assess.
Furthermore, it is possible that a reinsurance company – on grounds of its special expert knowledge – will assist the insurance company when analysing risks and payments and when evaluating procedures.
If a reinsurance company has assumed insurance against a risk, it can oversee whether the insurance company has correctly assessed the risk or an insured event.
Moreover, data relating to your existing contracts and applications will be disclosed to reinsurance companies to the necessary extent so that they can review whether and to what extent they can participate in the risk. Also data relating to your existing contracts may be disclosed to the reinsurance company for the settlement of premiums and insured events.
For the above purposes, anonymised, or pseudonymised data, respectively, are used if possible. Your personal data will be used by the reinsurance companies only for the purposes specified above. You will be informed by the insurance company when your health data are transferred to reinsurance companies.
I consent to my health data being transferred to reinsurance companies – to the extent necessary – and used there for the purposes mentioned. To the extent necessary, I release the persons working on behalf of the insurance company from their duty to maintain secrecy with respect to the health data and other data.

3.4 Disclosure of Data to Independent Intermediaries/Brokers
The insurance company generally does not disclose any details relating to your health to independent intermediaries. However, in the following cases it may be possible that data allowing conclusions to be drawn on your health, or information protected under the Criminal Code relating to your contract are made known to the intermediary.
To the extent it is required for consulting purposes related to the contract the intermediary supporting you may obtain information on whether and, where appropriate, under what circumstances (e.g. acceptance with a risk surcharge, exclusions of certain risks) your contract can be accepted.
The intermediary of your contract learns that your contract was concluded and with what content. At the same time, the intermediary also learns whether surcharges for risks or exclusions of particular risks have been agreed.
In the event of a change from the intermediary supporting you, to another intermediary, transmission of contractual data including the information on existing risk surcharges and exclusions of certain risks may occur. In the event of a change the intermediary supporting you to a different intermediary you will be informed prior to the passing on of health data and also your objection options will be pointed out to you.
I consent to the insurance company's transmitting my health data and other data protected under the Criminal Code in the above-mentioned cases – if necessary – to the independent insurance intermediary and to such data's being elicited, stored and allowed to be used for consulting purposes.

4. Storage and Use of Your Health Data if the Contract Fails to Come About

If the contract with you fails to come about, WFC GmbH and the insurance company may store the health data elicited in the context of the risk assessment in case you re-apply for insurance cover. The insurance company stores your data also so as to be able to answer possible enquiries of other insurance companies. Your data will be stored with the insurance company until the end of the third calendar year after the year the application was made.

I consent to WFC GmbH's and the insurance company's storing and being allowed to use my health data – if the contract fails to come about – for a period of three years from the end of the calendar year of making the application for the above-mentioned purposes.

Closing declaration by the policyholder and person to be insured

1. Miscellaneous

This insurance application serves as the basis for processing the insurance contract. If the person required to provide information conceals or incorrectly states an important fact which they knew or should have known when concluding the contract (concealment), the insurer shall not be bound by the contract if it is cancelled within 4 weeks after the insurer becomes aware of the breach of the duty of disclosure.

2. Responsibility for the application

Your broker shall advise you during the conclusion of the contract. Please check the information which you have provided, or which the broker has provided on your behalf, in this application or other documents, for accuracy and completeness, otherwise you may put your insurance cover at risk.

3. Declaration by the person to be insured for the benefit of a third party

I hereby agree that the applicant is authorised to conclude this insurance in my name in their favour and thus to be beneficiary. I am aware that my heirs and I shall not be entitled to any claim for indemnity.

4. Additional closing joint declaration

I shall be bound by this application for one month. I am aware that the insurance cover shall not commence until I have paid the agreed premium and that any provisional insurance commitments shall lapse retroactively if the initial premium is not paid within two weeks after presentation of the insurance certificate.

5. Remuneration

If an insurance contract between me and an insurer is concluded on the basis of this application, WFC is entitled to remuneration. If I pay the owed single or term premium (hereinafter "premium") to the insurer, WFC's claim for remuneration against me is settled. The amount of the premium owed is determined by the Certificate of Insurance or the Cover Note to this application, even if the premium stated in the application is lower. If I do not pay the premium owed, WFC's claim for compensation will be equal to the lost insurance commission - usually at least 25% of the premium owed. WFC will claim this immediately after termination, unless I prove a lower damage. The assertion of actually higher claims for damages remains reserved. A partial payment will be charged to the damage compensation. WFC is entitled to assign claims for damages.

With my signature I confirm that I have provided the above information to the best of my knowledge and ability. Verbal agreements shall be invalid. I am aware that the insurer may withdraw from the contract or refuse to indemnify should the information be incorrect or incomplete. All notices and declarations of intent for the insurer must be made in writing. I have been provided with a copy of the application.

WFS is authorised to conclude the insurance contract on behalf of the insurers. WFS is in particular granted power of cancellation and collection. I have taken note of this before submitting my application and acknowledge that this power of attorney exists.

Place / Date	X Signature of policyholder
Place / Date	X Signature of insured person
Place / Date	X Signature of legal representative
Place / Date	X Signature of legally represented person (in the case of the required ability to reason, at the earliest from completion of the 16th year of age)
Place / Date	X Signature of broker/broker number

I herewith confirm that before submitting my contractual declaration I have received clear and legible contractual conditions, including the Accident Insurance Terms and Conditions UB 2024* and the information according to the Insurance Contract Act Information Regulation (*VVG-Informationspflichtenverordnung*), such as Insurance product information document IPID* and general information sheet*, the claim information and also the terms and conditions of WFC GmbH in writing. They thus become a component of the contract. * As at: 01.2024

I hereby grant permission to WFC to select or change the insurer at the beginning of or during the contract as long as the original conditions remain the same or are changed for the better (insurance premium table, conditions, medical decisions).

Place / Date	X Signature of policyholder

Record of consultation

General

Policyholder:
with:

Consultation

Date of consultation: _____ from _____ am/pm to _____ am/pm

Place: _____

Participants: _____

Reason for consultation - customer's request

_____
_____
_____

Content of consultation - advice/rationale - customer's decision

_____
_____
_____
_____
_____
_____
_____
_____

❑ **further record in addendum**

Please see our basic/customer information regarding the data required by law.
Insurance coverage starts only after acceptance of the contract (issuing of policy) by the insurance company and payment of the first premium.

_____ _____

(Date, signature of policy holder) (Date, signature of insurance agent)

This English translation may be used for information purpose only, the German wording prevails in case of litigation.

Contract documents from your coverholder (contract manager)

for accident insurance
Stand: 01.2024

The contract documents organise into eight sections:

Company information
Below is an overview of the possible companies for your contract. Please refer to your application or offer for the company which particularly matches your contract.

Lloyd´s Insurer London

1. Identity and address of the insurer:
Lloyd´s London, Branch Zurich
Seefeldstr. 7, 8008 Zürich, Switzerland
Phone: +41 44 266 6070
Internet: www.lloyds.com
Legal form: Union of Insurance companys
Location: London, UK

2. Main business activity of the insurer / Name and address of the competent supervisory authority
The insurer provides property, casualty and accident insurance.
The supervisory authority is the Financial Conduct Authority (FCA), 25 The North Colonade, Canary Wharf, London E14 5HS, UK. The Prudential Regulation Authority (PRA), 20 Moorgate, London EC2R 6DA, United Kingdom
Lloyd's Underwriters London is authorised by The Prudential Regulation Authority (PRA), 20 Moorgate, London, EC2R 6DA, United Kingdom.
The supervisory authority of the Swiss branch is the Swiss Financial Market Supervisory Authority FINMA, Laupenstrasse 27, 3003 Berne, tel. +41 31 327 91 00, fax +41 31 327 91 01, info@finma.ch.

The principal business activity of Lloyd's Underwriters is non-life insurance, life insurance and reinsurance.

and other syndicates / insurance companies / underwriters on behalf of Lloyd's London, as the case may be, and other insurance companies or underwriters of similar credit standing.

Switching to a different insurer
On the possibility of the change according to § 2 of the powers of the Wunderlich Financial Consulting GmbH we indicate.

Your contract manager (coverholder) is:

Wunderlich Financial Consulting GmbH
Erlenstr. 27, 2555 Brügg, Switzerland
Director: Claus Wunderlich, Filip Apostolov
T. + 41 32 5520570, F. +41 32 5520571
office@wunderlich-consulting.net, www.wunderlich-consulting.net

For the aforementioned insurance company, Wunderlich Financial Consulting GmbH act as underwriter/contract manager (authorised representative of insurer for payment and insurance certificate).

This power of attorney can be transferred to branches, subsidiaries or sister companies of Wunderlich Financial Consulting GmbH. The same applies in reverse order, provided that these companies are authorised representatives.

In addition, Wunderlich Financial Consulting GmbH may use other intermediaries to handle the transaction:
The client (policyholder) authorises Wunderlich Financial Consulting GmbH, its vicarious agents and any legal successor to represent it in the commissioned insurance matters. This power of attorney includes in particular the granting and revocation of sub-authorisations to other insurance intermediaries.

Main features of the insurance contract
The main features of the insurance contract are based on the accident insurance conditions UB2024, including the special conditions and explanatory notes and clauses. An overview can be found on your application form. For the remainder, the statutory provisions and the law of the Swiss Confederation shall apply.

All of the documentation for your contract can be found attached to this customer information.

These govern the nature, scope, timing and performance of the insurer’s performance.

Total price of the insurance
Please refer to the offer or the application for the total price of insurance in accordance with your preferred payment method. This amount includes the statutory insurance tax.

Additional costs
No other fees and charges are levied for the conclusion of the insurance contract.

In the event of default, we may demand a reminder fee of CHF 30. Should this come to a court order for payment, other fees will be incurred, the amount of which depends on the amount due.

You may be charged for processing fees charged by the banks for a failed direct debit.

In addition, the following flat rate administration costs charges are incurred:

- Issue of a replacement insurance policy or sending the insurance certificate by post CHF 25.
- Issue a tax certificate CHF 25.

When using our service numbers, the normal telephone charges apply.

Payment and performance
The one-off payment is to be made immediately after the date of the start of the insurance period as agreed and specified in the insurance policy, regardless of the existence of a right of withdrawal.
If the agreed date of commencement is prior to the conclusion of the contract, the one-off payment is to be made immediately upon conclusion of contract.

Should the insurance policy differ from the request of the policyholder or from agreements reached, the first or one-off premium is to be paid at the latest one month after receipt of the insurance policy.

In agreements relating to payment by instalments, the first instalment is the first premium payment.

A subsequent contribution will be due on the agreed date of the relevant period of insurance. The payment shall be considered timely if it is initiated within the period specified in the insurance policy or in the premium calculation.

Validity of the information
Unless otherwise agreed, our offers are valid for one month.

If a premium adjustment is performed in the time between the application and the start of the insurance, the premium applicable on the day of the start shall apply.

Formation of contract
The insurance can only be requested through our online application or application form. In the application, please answer the questions truthfully and completely. Please allow sufficient time to do this. Do not make presumptive statements. If you are unsure or have doubts, or can you only vaguely remember, please use all your available opportunities to inform yourself before answering the questions on the respective health situation properly, for example with the help of your doctor.

After receiving an application, we examine if the application can be accepted at normal conditions, using the risk and health information provided.

If the risk assessment shows that an application cannot be accepted on the proposed terms, we examine whether an individual risk exclusion could be created to compensate for the increased risk. If this is not the case, we will defer acceptance of an application for a certain time or refuse to undertake the insurance cover entirely.

An individual risk exclusion always requires your consent, either in the form of a separate consent form to be delivered by you (e.g. when first applying for the insurance) or by way of a marked change in the policy.

The contract is then created upon your receipt of the insurance policy. You are not bound by your application until the end of the withdrawal period (see below). Coverage starts on the agreed commencement date of the insurance, at the earliest from date of receipt of the application by the insurer.

If the first premium has not yet been paid when the risk materialises, we are not required to pay. However, our obligation continues to apply if it can be proved to us that you are not responsible for the non-payment.
Alternatively, to the aforementioned process and upon acceptance by us or underwriters, you can also have immediate coverage, if you should expressly request this. This is to be noted on the application. In this case, there will be no medical risk assessment, as all existing illness and their consequences and the consequences of accidents are excluded here.

The insurance coverage begins on the date specified in the policy. This does not apply if you become in arrears with the payment of the first premium (see item 6).

Right of withdrawal
You may revoke your contractual agreement in writing (e.g. letter, fax, email) without given reason within a period of 14 days. The period begins after you have received the insurance policy, the contractual provisions including the contractual documents, the information pursuant to Art. 3 of the Federal Insurance Contract Act (VVG) and these instructions, each in text form. Timely dispatch of the revocation is sufficient to comply with the revocation period. The withdrawal is to be sent to:

Wunderlich Financial Consulting GmbH
Erlenstr. 27
2555 Brügg
Phone: +41 32 5520570
Fax: +41 32 5520571
Email: office@wunderlich-consulting.net

Consequences of withdrawal
Insurance protection will be terminated in the event of effective withdrawal, and we will refund to you the share of the premiums incurred for the period subsequent to receipt of the withdrawal if you have agreed to insurance protection commencing prior to the end of the withdrawal period. We may retain the share of the premium accounted for by the period until receipt of withdrawal in this case; this is the amount of the relevant portion of the annual contribution which is calculated as follows: Number of days on which insurance cover existed multiplied by 1/360 of the annual premium. The refund of repayable amounts will take place promptly, at the latest 30 days after receipt of the withdrawal. If insurance protection does not commence prior to the end of the withdrawal period, effective withdrawal will cause payments received to be refunded and benefits drawn (e.g. interest) to be surrendered.

Special notes
Your right of withdrawal ceases to apply if, at your explicit request, the contract has been fully performed both by you and by ourselves prior to your exercising your right of withdrawal. Upon settlement of contracts for temporary coverage and contracts with a maturity of less than two months you do not have right of withdrawal.
If you withdraw from an insurance contract, which has caused an already existing contract with the insurer to be replaced or modified, your original insurance contract continues to run.

Duration
The contract has been concluded for the agreed duration and shall be renewed automatically for another year if it is not cancelled by the insurer or the policyholder 60 days prior to the respective main due date whereby the wording of § 9 of the insurance conditions must be observed.

Termination of the contract
The insurance contract shall terminate on the expiry of the agreed duration.
For the remainder, a statutory right of termination applies in the following cases:
- for the insurer for non-payment of the subsequent premium
- for the insured party in the case of fee increases
- for the insurer and the insured party after the insurance claim

The details can be found in the stated provisions and the corresponding regulations in the respective terms and conditions.

Applicable law and jurisdiction
All disputes regarding the contractual relationship, including those from prior agreements, are subject to the law of the Swiss Confederation.

Furthermore, the local or regional court in whose district you have your place of residence or, in the absence of such, your usual place of residence at the time the action is brought shall have jurisdiction for claims or actions arising from the insurance contract or insurance mediation. This jurisdiction shall only cease to apply if you move your place of residence or habitual abode outside the area of application of the Insurance Contract Act after conclusion of the contract.

Language

The contract terms and the present information are communicated in German. The communication during the term of the contract is to be in German language.

Out of court complaint and redress procedure
Complaint handling arrangements
Any complaint should be addressed in the first instance to your broker.

The Lloyd's managing agent or the party named above that it has appointed to adjudicate on your complaint on its behalf, will acknowledge your complaint, by text, as soon as possible.
The Lloyd's managing agent or the party named above that it has appointed to adjudicate on your complaint on its behalf, will aim to provide you with its decision on your complaint, by text, within six weeks of the complaint being made.

Should you remain dissatisfied with the final response from the above or if you have not received a final response within six weeks of the complaint being made, you may be eligible to refer your complaint to the following organisation. The contact details are as follows:

Eidgenössische Finanzmarktaufsicht FINMA
Laupenstr. 27
3003 Bern
Phone: +41 31 327 91 00
Fax: +41 31 327 91 01
Email: info@finma.ch

The complaints handling arrangements above are without prejudice to your rights in law.

Several Liability Notice (only Lloyd´s London)
The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

By the way Lloyds 'chain of security' provides the financial strength that ultimately backs all insurance policies written at Lloyd's. Each Syndicate, like all insurers has its own solvency and financial assets. However, should this prove insufficient, Lloyds provides additional financial protection to its Syndicates via its Members Funds and further through its Mutual Assets including the Central Fund.
For more information and details of the substantial funds that underpin Lloyd's, please click the link below:
https://www.lloyds.com/lloyds/investor-relations/lloyds-capital-structure

Financial Services Compensation Scheme (only Lloyd´s London)
You may be entitled to compensation from the Financial Services Compensation Scheme (FSCS) if We are unable to meet Our liabilities.
This depends on the type of business and the circumstances of the claim. 90% of the claim will be met. For compulsory classes of insurance the claim will be met in full.

Further information about the compensation scheme arrangements is available from the FSCS Information can be obtained on request or by visiting the FSCS website at www.fscs.org.uk.

II. POWERS OF WUNDERLICH FINANCIAL CONSULTING GMBH

§ 1 Notices and declarations of intent

1. **Wunderlich Financial Consulting GmbH** (in the following "WFC") shall be the company in charge of managing all insurance contracts of the insurers.
2. WFC is entitled to receive notices, declarations of intent, notices of claim and premiums as well as to recover outstanding premiums, conduct correspondence and make declarations of intent of any kind in connection with the insurance contract (e.g. withdrawal, termination, rescission). Premiums shall be deemed to have been received at the time of receipt by WFC.
3. The insurer has commissioned WFC to accept or reject applications from policyholders and intermediaries.
4. If the policyholder has changed his/her street or e-mail address but has not informed WFC, a message sent to the last address known by WFC shall be sufficient for any declaration of intent to the policyholder. The declaration becomes effective on the date it would have been delivered under normal conditions if the address had not been changed.

§ 2 Switching to a different insurer

WFC may at any time switch to another company in the name of the policyholder for coverage of the risk covered under this contract and/or have further insurers involved. Should WFC exercise this right, the policyholder shall be informed immediately about the company against which he/she might effectively exercise his/her contractual rights from then on. Any switch to a different insurer does not grant any special right of termination.

This power of attorney can be transferred to branches, subsidiaries or sister companies. The same applies in reverse order, provided that these companies are authorised representatives.

In addition, **Wunderlich Financial Consulting GmbH** may use other intermediaries to handle the transaction:
The client (policyholder) authorises **Wunderlich Financial Consulting GmbH**, its vicarious agents and any legal successor to represent it in the commissioned insurance matters. This power of attorney includes in particular the granting and revocation of sub-authorisations to other insurance intermediaries.

III. INSURANCE PRODUCT INFORMATION DOCUMENT

Accident Insurance

Insurance Product Information Document

The respective insurer — Accident Insurance

This sheet is for your information only and gives you a brief overview of the essential contents of your insurance. You will find the complete information in your contract documents (insurance claim, insurance policy and insurance conditions). To be fully informed, please read all documents.

What is this type of insurance?
It is a private accident insurance. It protects against risks due to accidental injuries.

What is insured?

✓ Insured are accidents. An accident is e.g. if the insured person is injured because he stumbles, slips or falls.

Among the insurance cover fall for e.g.:

Cash benefits

✓ One-time disability benefit with permanent impairment (e.g. restrictions on movement)
✓ Accident pension for particularly severe impairments
✓ One-time death benefit
✓ Costs for salvage operations

The types of benefits and the insurance amounts we agree with you in the insurance contract.

What is not insured?

✗ diseases (e.g. diabetes, joint arthrosis, stroke
✗ costs for medical treatment
✗ property damage (e.g. glasses, clothing)

Are there any restrictions on cover?

We can not insure all conceivable cases. Excluded from the insurance are, for example:

! Accidents due to alcohol or drug use
! Accidents in the deliberate attempt to commit an offense
! Disc disease
! Accidents as a leader or other crew member of an aircraft or air sports equipment.

When accidents and illnesses come together, there can be a reduction in performance.

Where am I covered?

✓ You have worldwide insurance coverage.

What are my obligations?

- You must answer all questions in the application form truthfully and completely.
- The insurance premiums must be paid in good time and in full.
- You must report a change of occupation as soon as possible so that we can adjust the contract.
- After an accident, you must immediately consult a doctor and inform us about the accident.

When and how do I pay?

The first contribution must be paid no later than two weeks after receipt of the insurance policy. When you have to pay the other contributions, we will inform you. You can transfer the contributions to us or authorize us to withdraw them from your account.

When does the cover start and end?

When the insurance begins, is indicated in the insurance certificate. The prerequisite is that you have paid the first insurance premium on time and in full.
The insurance is valid for the initially agreed duration. Unless otherwise agreed, it automatically renews for another year if you or we do not cancel it.

How do I cancel the contract?

You or we can terminate the contract at the end of the agreed period (this must be done no later than three months before). You or we may terminate the contract even if we have provided a service, or if you have brought action against us for performance. Then the insurance ends before the end of the agreed duration.

Accident Insurance

Insurance Product Information Document

WUNDERLICH FINANCIAL CONSULTING

The respective insurer — **Accident Cover for Hobby Motorsport people**

This sheet is for your information only and gives you a brief overview of the essential contents of your insurance. You will find the complete information in your contract documents (insurance claim, insurance policy and insurance conditions). To be fully informed, please read all documents.

What is this type of insurance?
It is a private accident insurance. It protects against risks due to accidental injuries.

What is insured?

✓ Insured are accidents. An accident is e.g. if the insured person is injured because he stumbles, slips or falls.

Among the insurance cover fall for e.g.:

✓ Health damage as a result of increased exertion of limbs and spinal column

✓ Accidents as a hobby motorsport driver

In particular, we offer the following types of services:

Cash benefits

✓ One-time disability benefit with permanent impairment (e.g. restrictions on movement)

✓ Accident pension for particularly severe impairments

✓ One-time death benefit

✓ Costs for salvage operations

The types of benefits and the insurance amounts we agree with you in the insurance contract.

What is not insured?

✗ diseases (e.g. diabetes, joint arthrosis, stroke

✗ costs for medical treatment

✗ property damage (e.g. glasses, clothing)

Are there any restrictions on cover?

We can not insure all conceivable cases. Excluded from the insurance are, for example:

! Accidents due to alcohol or drug use

! Accidents in the deliberate attempt to commit an offense

! Disc disease

! Accidents as a leader or other crew member of an aircraft or air sports equipment.

When accidents and illnesses come together, there can be a reduction in performance.

Where am I covered?

✓ You have worldwide insurance coverage.

What are my obligations?

- You must answer all questions in the application form truthfully and completely.
- The insurance premiums must be paid in good time and in full.
- You must report a change of occupation as soon as possible so that we can adjust the contract.
- After an accident, you must immediately consult a doctor and inform us about the accident.

When and how do I pay?

The first contribution must be paid no later than two weeks after receipt of the insurance policy. When you have to pay the other contributions, we will inform you. You can transfer the contributions to us or authorize us to withdraw them from your account.

When does the cover start and end?

When the insurance begins, is indicated in the insurance certificate. The prerequisite is that you have paid the first insurance premium on time and in full.
The insurance is valid for the initially agreed duration. Unless otherwise agreed, it automatically renews for another year if you or we do not cancel it.

How do I cancel the contract?

You or we can terminate the contract at the end of the agreed period (this must be done no later than 60 days before). You or we may terminate the contract even if we have provided a service, or if you have brought action against us for performance. Then the insurance ends before the end of the agreed duration.

Accident Insurance

Insurance Product Information Document

WUNDERLICH FINANCIAL CONSULTING

The respective insurer — **Aviation Accident Insurance**

This sheet is for your information only and gives you a brief overview of the essential contents of your insurance. You will find the complete information in your contract documents (insurance claim, insurance policy and insurance conditions). To be fully informed, please read all documents.

What is this type of insurance?
It is a private accident insurance. It protects against risks due to accidental injuries.

What is insured?

✓ Insured are accidents. An accident is e.g. if the insured person is injured because he stumbles, slips or falls.

Among the insurance cover fall for e.g.:

✓ Health damage as a result of increased exertion of limbs and spinal column

✓ Accidents as an aircraft operator or pilot

Cash benefits

✓ One-time disability benefit with permanent impairment (e.g. restrictions on movement)

✓ Accident pension for particularly severe impairments

✓ One-time death benefit

✓ Costs for salvage operations

The types of benefits and the insurance amounts we agree with you in the insurance contract.

What is not insured?

✗ diseases (e.g. diabetes, joint arthrosis, stroke

✗ costs for medical treatment

✗ property damage (e.g. glasses, clothing)

Are there any restrictions on cover?

We can not insure all conceivable cases. Excluded from the insurance are, for example:

! Accidents due to alcohol or drug use

! Accidents in the deliberate attempt to commit an offense

! Disc disease

When accidents and illnesses come together, there can be a reduction in performance.

Where am I covered?

✓ You have worldwide insurance coverage.

What are my obligations?

- You must answer all questions in the application form truthfully and completely.
- The insurance premiums must be paid in good time and in full.
- You must report a change of occupation as soon as possible so that we can adjust the contract.
- After an accident, you must immediately consult a doctor and inform us about the accident.

When and how do I pay?

The first contribution must be paid no later than two weeks after receipt of the insurance policy. When you have to pay the other contributions, we will inform you. You can transfer the contributions to us or authorize us to withdraw them from your account.

When does the cover start and end?

When the insurance begins, is indicated in the insurance certificate. The prerequisite is that you have paid the first insurance premium on time and in full.
The insurance is valid for the initially agreed duration. Unless otherwise agreed, it automatically renews for another year if you or we do not cancel it.

How do I cancel the contract?

You or we can terminate the contract at the end of the agreed period (this must be done no later than 60 days before). You or we may terminate the contract even if we have provided a service, or if you have brought action against us for performance. Then the insurance ends before the end of the agreed duration.

Accident Insurance

Insurance Product Information Document

WUNDERLICH FINANCIAL CONSULTING

The respective insurer — **Accident Cover for Professional Sport**

This sheet is for your information only and gives you a brief overview of the essential contents of your insurance. You will find the complete information in your contract documents (insurance claim, insurance policy and insurance conditions). To be fully informed, please read all documents.

What is this type of insurance?
It is a private accident insurance. It protects against risks due to accidental injuries.

What is insured?

✓ Insured are accidents. An accident is e.g. if the insured person is injured because he stumbles, slips or falls.

Among the insurance cover fall for e.g.:

✓ Health damage as a result of increased exertion of limbs and spinal column

✓ Accidents as a professional athlete

In particular, we offer the following types of services:

Cash benefits

✓ One-time disability benefit with permanent impairment (e.g. restrictions on movement)

✓ Temporary Impairment benefits

✓ daily allowance in case of accidental impairment of working capacity

✓ One-time death benefit

✓ Reimbursement for search, rescue and rescue operations

The types of benefits and the insurance amounts we agree with you in the insurance contract.

What is not insured?

✗ diseases (eg diabetes, joint arthrosis, stroke

✗ costs for medical treatment

✗ property damage (eg glasses, clothing)

Are there any restrictions on cover?

We can not insure all conceivable cases. Excluded from the insurance are, for example:

! Accidents due to alcohol or drug consumption

! Accidents during the intentional commission of a criminal offence

! Damage to intervertebral discs

! Infections and poisonings

! Accidents as aircraft and air sports equipment operator

! Accidents during the use of spacecraft

! Accidents as a performer, stuntman, animal tamer, mining and underground worker, blasting and clearing personnel, ammunition search team member, call diver

! Accidents during the attainment of maximum speeds (except professional sports and insured)

! Professional handball players have an additional restriction:

- Excluded from insurance cover are all injuries and/or illnesses which have been medically treated within the last 24 months, for which a doctor has been consulted or for which symptoms have occurred or of which the insured person should have been aware. The period of 24 months then always refers to the next main due date.
- This insurance contract does not cover damage resulting directly or indirectly from or contributing to osteoarthritis, cumulative injuries or other degenerative processes of the joints, bones, tendons or ligaments

When accidents and illnesses come together, there can be a reduction in performance.

Where am I covered?

✓ You have worldwide insurance coverage.

What are my obligations?

- You must answer all questions in the application form truthfully and completely.
- The insurance premiums must be paid in good time and in full.
- You must report a change of occupation as soon as possible so that we can adjust the contract.
- After an accident, you must immediately consult a doctor and inform us about the accident.

When and how do I pay?

The first contribution must be paid no later than two weeks after receipt of the insurance policy. When you have to pay the other contributions, we will inform you. You can transfer the contributions to us or authorize us to withdraw them from your account.

When does the cover start and end?

When the insurance begins, is indicated in the insurance certificate. The prerequisite is that you have paid the first insurance premium on time and in full.

The insurance is valid for the initially agreed duration. Unless otherwise agreed, it automatically renews for another year if you or we do not cancel it.

How do I cancel the contract?
You or we can terminate the contract at the end of the agreed period (this must be done no later than 60 days before). You or we may terminate the contract even if we have provided a service, or if you have brought action against us for performance. Then the insurance ends before the end of the agreed duration.

IV. ACCIDENT INSURANCE TERMS AND CONDITIONS UB 2024 Stand: 02-2020

Introduction

The UB 2020 are based on

- General Accident Insurance Terms and Conditions (AUB 2007)
- Supplementary conditions for the group accident insurance
- Special conditions for the group accident insurance with direct claim of the insured person

as well as on

- the acceptance directives of the insurer (age clause, accumulation, excluded professions)
- the general contractual information which is to be provided according to § 7 VVG (Information of the policy holder) in conjunction with the VVG Information duties regulations (VVG InfoV)
- the information leaflet concerning data processing

and were summarised and extended for customers of the insurer.

Should the contract be based on further, e.g. supplementary or special terms and conditions, this can be seen from your insurance contract.

You as insurance policy holder are our contractual partner.
The insured persons and / or groups of persons can be seen from the insurance policy.
We as insurer provide the benefits which are agreed as per contract.

List of Contents

The scope of insurance

1 What is insured?

1.1 We offer insurance cover in case of accidents, which the insured person suffers during the validity of the contract.

1.2 Insofar as not otherwise agreed the following applies:
1.2.1 The insurance cover
- comprises accidents all over the world
- applies 24 hours a day
- exists for all occupational and private accidents.

1.3 It is deemed an accident if the insured person involuntarily suffers a health impairment due to an external event which is suddenly effecting his body (accident event).

1.4 It is also regarded as an accident
1.4.1 if through an excessive exertion on limbs or spinal column
- a joint is dislocated or
- muscles, tendons, ligaments or capsules are strained or disrupted;

1.4.2 death through drowning or suffocation under water as well as typical health impairments through diving (Caisson illness, barotrauma) without it being possible to determine an accident event.

1.4.3 Cyber Risks
Any benefits for Bodily Injury caused by or arising out of a Cyber Act or a Cyber Incident are payable, subject to the terms, conditions, limitations and exclusions of this policy.
Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.
Cyber Incident means:
1.1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or
1.2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.
Computer System means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.

1.5 We refer to the regulations concerning the restrictions to the benefit (Subclause 3. 5.2.and 6) and the exclusions (Subclause 4). They apply to all types of benefits.

2 Which types of benefits can be agreed?
The types of benefits, which you can agree, are de-scribed below or in additional terms and conditions.
The types of benefits agreed by you with us and the sums insured can be derived from the insurance contract.

2.1 Disability benefit
2.1.1 Pre-requisites for the benefit:
2.1.1.1 The physical or mental ability of the insured person is impaired permanently due to an accident (disability).
An impairment is deemed permanent if it is expected to last for longer than three years and no change in the condition can be expected.

The disability has
- occurred within 12 months after the accident and
- is determined by a doctor in a text form within 15 months after the accident and has been claimed by you from us by submitting a medical certificate.

2.1.1.2 No entitlement to disability benefit exists if the insured person dies due to the accident within one year after the accident.
2.1.2 Type and amount of the benefit:
2.1.2.1 We pay the disability benefit as a capital amount.

2.1.2.2 The sum insured and the degree of disability due to the accident form the basis for calculating the benefit.

2.1.2.2.1 The following degrees of disability shall apply exclusively in case of loss or full functional incapacity of the body parts and sense organs mentioned below:

Arm	60%
Arm until below the ellbow joint	55%
Arm bellow the ellbow joint	50%
Hand	40%
Thumb	15%
Index finger	7%
Other fingers	5%
Leg above mid of fem oral	50%
Leg until mid of fem oral	45%
Leg below knee	40%
Leg until mid of lower leg	35%
Foot	30%
Large toe	5%
Other toes	2%
Eye	50%
insofar how ever as the vision ot the other eye	
had been lost before the accident already	60%
Hearing on one ear	30%
insofar how ever as the hearing of the ear	
had been lost before the accident already	40%
Sense of smell	10%
Sense of taste	5%
Voice	25%

In case of partial loss or partial impairment of function the corresponding part of the respective per-centage shall apply.

2.1.2.2.2 For other body parts and sense organs the degree of disability shall be assessed according to what extent the normal physical or mental ability is impaired on the whole. Exclusively medical aspects are to be taken into account in this case.

2.1.2.2.3 If affected body parts or sense organs or their functions were permanently impaired before the accident already, the degree of disability is reduced by the previous disability. This previous disability is to be assessed according to Subclause 2.1.2.2.1 and Sub-clause 2.1.2.2.2.
If the accident caused the full loss of the hearing or the eyesight, a previously existing permanent impairment will not be deducted with the percentage with which the impairment was remedied through acoustic or optical aids (hearing aids, glasses, lenses).

2.1.2.2.4 If several body parts or sense organs are impaired through the accident, the degrees of disability determined according to the afore-mentioned provisions will be added. However, more than 100 per cent will not be taken into account.

2.1.2.3 If the insured person dies
- from a cause not relating to the accident within one year after the accident or
- no matter for which cause, later than one year after the accident,

and if an entitlement for disability benefit was incurred, we shall pay according to the degree of dis-ability which could have been expected based on the medical findings.

2.2 Accident pension

2.2.1 Pre-requisites for the benefit:
The pre-requisites for a disability benefit exist according to Subclause 2.1.1.1.
The accident led to a degree of disability of at least 50 per cent determined according to Subclause 2.1.2.2.1 to Subclause 2.1.2.2.4 and Subclause 3.

2.2.2 Amount of benefit
We shall pay the accident pension in the amount of the agreed sum insured irrespective of the age of the insured person.
Agreed progressive disability graduations or other additional benefits in the event of disability remain out of consideration for determining the amount of the benefit.

2.2.3 Begin and duration of the benefit

2.2.3.1 We shall pay the accident pension
- retrospectively from the beginning of the month, in which the accident took place,
- monthly in advance.

2.2.3.2 The accident pension will be paid until the end of the month in which
- the renewal date following the insured person's 67th birthday
- the insured person dies or
- we inform you that a new assessment undertaken according to Subclause 9.4 showed that the degree of disability due to the accident has fallen below 50 per cent
- the insured person has reached the legal retirement age or is recieving benefits from a social security system in the form of an old-age protection.

2.3 Temporary Impairment benefit

2.3.1 Pre-requisites for the benefit:

2.3.1.1 The normal physical or mental ability of the insured person is impaired in the occupational or private field due to an accident
- after expiry of six months beginning from the date of the accident and
- without the contribution of illnesses or infirmities still by at least 50%.

2.3.1.2 This impairment existed without interruption six months.
It has been claimed by you from us by no later than seven months after the accident occurred by submit-ting a medical certificate.

2.3.2 Type and amount of the benefit:
The temporary Impairment benefit shall be paid in the amount of the agreed sum insured.

2.4 Temporary Total Disability Daily benefit (TTD)

2.4.1 Pre-requisites for the benefit:

2.4.1.1 The insured person performs a regular professional activity or paid occupation.

2.4.1.2 Due to an accident the insured person
- is impaired in the capacity for work and
- undergoing medical treatment.

2.4.2 Amount and duration of the benefit:
The TTD is calculated according to the agreed sum insured.
It is graduated according to the determined degree of the impairment of the professional activity or occupation.
TTD is paid for the duration of the medical treatment within two years beginning from the date of the accident, no longer however than for 365 days.
If the capacity for work is still impaired after completion of the medical treatment TTD will continue to be paid if
- the attending doctor certifies the impairment and
- a disability according to Subclause 2.1 has not (yet) been determined by a doctor or no accident pension is paid yet.

2.4.3 The following additional special regulations apply:

The policyholder must submit the medical certificate (the certificate of incapacity for work) to the insurer within the waiting period on which the contract is based. This must clearly state Start and end of the incapacity for work with ICD code, % degree of temporary incapacity for work and date of issue. If he does this later, the daily allowance will only be paid from the date of receipt of the medical certificate by the insurer or its representative. Previous days are no longer taken into account.

Unless otherwise agreed, the medical certificate must always be renewed after 15 days. The costs for these certificates shall be borne by the insured person.

2.5 Daily Hospital cash

2.5.1 Pre-requisites for the benefit:

2.5.1.1 The insured person is undergoing full medically essential inpatient treatment because of the accident or undergoes surgery as an outpatient in a hospital under general anesthetic because of an accident.

2.5.1.2 Health resort stays and stays in sanatoriums and convalescent homes are not deemed as medically essential treatment.

Follow-up treatment (AHB) and trade association-inpatient further treatment (BGSW) are deemed as medically essential treatment.

2.5.2 Amount and duration of the benefit:

2.5.2.1 The daily hospital cash will be paid within three years, beginning from the date of the accident, for each calendar day of the full inpatient treatment, no longer however than for 365 days.

2.5.2.2 We pay the daily hospital cash for the
1st to 100th day in twice the amount
101st to 365th day in the amount
of the agreed sum insured.

2.5.2.3 Rooming-In: If it is advised from a medical point of view and approved by doctors in case of serious consequences of accidents that an accompanying person is accommodated in the hospital with the insured person then the double sum insured is paid per day for this period of time.

2.5.2.4 The daily hospital cash can thus be claimed with the summarisation of all afore-mentioned pre-requisites from the 1st to the 100th day for a maximum of 3 times the amount.

2.6 Accidental Death benefit

2.6.1 Pre-requisites for the benefit:
The insured person died within 12 months as a result of the accident.
We refer to the special duties according to Subclause 7.5.

2.6.2 Amount of the benefit:
The benefit in the event of death is paid in the amount of the agreed sum insured.

Additional benefits - if listed in the insurance policy

The following applies to all additional benefits:
If several accident insurances exist for the insured person at the insurer, these benefits can only be requested from one of these contracts.

2.7 Rehabilitation subsidy

2.7.1 Pre-requisites for the benefit:

2.7.1.1 The insured person has carried out a medically essential rehabilitation measure
- after an accident which falls under the contract
- owing to the health impairment which is caused by the accident event or its consequences
- within three years beginning from the date of the accident
- for a continuous period of at least three weeks.

These pre-requisites shall be proven by you through the submission of the medical discharge report as well as the approval documents for the rehabilitation measure by the BfA, the statutory or private health insurance fund or the social security department or pension office.

2.7.1.2 Also insured are partial inpatient rehabilitation measures, with which the insured person, with the exception of the overnight stay, receives the same therapy programme as inpatient patients.

2.7.1.3 Not insured are
- Intensive rehabilitation follow-up care (IRENA),
- Follow-up treatment (AHB) after a hospital stay,
- Trade association inpatient further treatment (BGSW),
- other full inpatient treatments for which daily hospital cash (from an accident or health insurance) is procured from us or another company.

2.7.2 Amount of the benefit:
The rehabilitation subsidy is paid in the amount stat-ed in the insurance policy once per accident.

2.8 Rescue costs

2.8.1 Pre-requisites for the benefit:

2.8.1.1 The insured person has suffered an accident or there was a threat of an accident or an accident could be presumed according to the concrete circumstances.
The insured person was incurred necessary costs for their rescue, salvage or the search for him/her.

2.8.1.2 A third party (e.g. another insurer)
- is not obliged to payment or
- disputes its payment obligation or
- provided its payment however this was not sufficient for settling the costs.

2.8.2 Type and amount of the benefit:
We reimburse costs up to the amount stated in the insurance policy for

2.8.2.1 search, rescue or salvage assignments of rescue services organised under public law or private law insofar as fees are usually charged for these services;

2.8.2.2 a necessary stay in a decompression chamber insofar as this was necessary after a dive.

2.9 Cosmetic surgery

2.9.1 Pre-requisites for the benefit:

2.9.1.1 The insured person has undergone cosmetic surgery after an accident which falls under the contract.
Deemed as cosmetic surgery is medical treatment which is carried out after completion of the curative treatment with the aim to correct an impairment of the external appearance of the insured person caused by the accident.

2.9.1.2 The cosmetic surgery is carried out within three years after the accident, in case of accidents of minors by no later than before they attain the age of 21.

2.9.1.3 A third party (e.g. another insurer) is not obliged to payment or disputes its payment obligation or provided its payment however this was not sufficient for settling the costs.

2.9.2 Type and amount of the benefit:
We shall reimburse in total up to the amount of the agreed sum insured proven
- doctor's fees
- other surgery costs
- necessary costs for accommodation and meals in hospital
- dental treatment and dental prosthesis costs, which were incurred through a loss or partial loss of incisors and canine teeth due to an accident.

2.10. Passice war / terrorism extension

Co-insured only against multiple contribution:

It is agreed that, regardless of the war / terrorism exclusion contained herein, this Extension covers claims caused or contributed to by:
- War, invasion, acts of foreign enemies, hostilities or war-like operations whether declared or not, civil war, rebellion, revolution, insurrection, military or usurped power or martial law;
- An act or terrorism.

However this Extension does not cover such claims:
(i) whilst the person insured is training or serving in any capacity as a member of the Armed Forces or whilst engaging in any of the aforementioned events;
(ii) caused or contributed to by:
  (a) war, whether declared or not, between any of the following countries, namely, China, France, the United Kingdom, the Russian Federation and the United States of America, or
  (b) war in Europe, whether declared or not, other than any enforcement action by or on behalf of the United Nations, in which any of the countries stated in (a) above or any armed forces thereof are engaged, or
  (c) the use or release or the threat thereof of any nuclear weapon or device or chemical or biological agent, regardless of any contributory cause(s).

If the Insurers allege that any claim is not covered by this Extension the burden of proving the contrary shall be upon the Insured. Subclause 4.1.3 shall be amended accordingly.

Definition

An act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

3 Which implications do illnesses or infirmities have?

As an accident insurer we pay for the consequences of accidents. If illnesses or infirmities contributed to the health impairment or its consequences which were caused by an accident event

- in the event of disability the percentage of the degree of disability is reduced,
- in the event of death and, insofar as not otherwise determined, in all other cases the benefit is reduced

in line with the share of the illness or the infirmity.
If the contribution share is less than 30 %, however there will be no reduction.

4 In which cases is the insurance cover excluded?

4.1 No insurance cover exists for the following accidents:

4.1.1 Accidents of the insured person through mental disorders or impaired consciousness, also if caused by drunkenness or abuse of drugs, as well as through strokes, epileptic fits or other convulsions, which affect the whole body of the insured person.
Insurance cover exists however, if these disorders or convulsions were caused through an accident event which falls under this contract;

4.1.2 Accidents which the insured person suffers due to the fact that he/she wilfully commits or attempt to commit a criminal offence.

4.1.3 War Risk
Accidents which were caused directly or indirectly through acts of war or civil war.
Insurance cover exists, however, if the insured per-son is unexpectedly affected by war or civil war when traveling abroad.
This insurance coverage expires at the end of the seventh day after the start of a war or civil war in the territory of the state in which the insured person is staying.
The extension does not apply to trips to or through states in whose territory war or civil war is already raging. It also does not apply to active participation in war or civil war or to accidents caused by NBC weapons and in connection with war or war-like conditions between the countries of China, Germany, France, Great Britain, Japan, Russia or the USA.

4.1.4 Accidents of the insured person
- as aircraft pilot (also air sport machine operator) insofar as he/she requires a permit for this ac-cording to German law and as other crew member of an aircraft;
- with a professional activity which is to be per-forming using an aircraft;
- with the use of spacecraft
- as artist, stuntman, animal tamer,
- as person working in a mine,
- as explosives and disposal personnel as well as ammunition search troops,
- as professional diver,
- as professional, contractual and licensed athletes (including racing drivers and riders) - provided that income is generated from this.

4.1.5 Accidents which the insured person suffers as a driver, co-driver or passenger of a motor vehicle being engaged in driving events including the relevant training in which it depends on the achievement of maximum speeds.

4.1.6 Accidents which have been caused directly or indirectly through nuclear energy.

4.2 Excluded are also the following impairments:

4.2.1 Damages to intervertebral discs and bleeding from internal organs and cerebral haemorrhage.
Insurance cover exists however if an accident event which falls under this contract is the main cause ac-cording to Subclause1.3.

4.2.2 Health impairments through rays.

4.2.3 Health impairments through remedial measures or interventions to the body of the insured person.
Insurance cover exists however,
- If the remedial measures or interventions, also radiation diagnostic and therapeutic were initiated through an accident which falls under this contract,
- for violent interventions by third parties.

4.2.4 Infections.

4.2.4.1 They are also excluded if they were caused
- through insect stings or bites or
- through other slight injuries to the skin or the mucous membranes

through which pathogens entered the body immediately or later.

4.2.4.2 Insurance cover exists however for
- rabies and tetanus,
- infections, in which the pathogens entered the body through accident injuries, which are not excluded according to Subclause 4.2.4.1,

4.2.4.3 Subclause 4.2.3 Sentence 2 shall apply accordingly to infections which have been caused through remedial measures or interventions.

4.2.5 Poisoning as a result of the intake of solid or liquid substances through the gullet.
Insurance exists however for children which at the time of the accident have not yet attained the age of 10.

4.2.6 Abnormal disorders as a result of mental reactions which are not directly and causal due to an organic injury/an organic damage even if these were caused by an accident.

4.2.7 Abdominal or lower abdominal hernias.
However, insurance protection does exist if these occurred due to a violent external effect, which is covered by this contract.

4.3 Sanction clause

Without prejudice to the other contractual provisions, insurance cover shall only exist insofar and as long as no economic, commercial or financial sanctions or embargos of the European Union or the Federal Republic of Germany directly applicable to the contracting parties conflict with this.
This shall also apply to economic, commercial or financial sanctions or embargos imposed by the United States of America with respect to Iran, unless contrary to European or German law.

5 What do you have to observe in case of group accident insurances?

5.1 Designation of the insured persons
The group accident insurance can be concluded with or without stating the names of the insured persons. The agreed form can be derived from the contract.

5.1.1 Insurances without stating names

5.1.1.1 Insurance cover exists for the persons who belong to the group described in the contract.

5.1.1.2 The persons who are to be insured are to be described and entered by you so that no doubts can arise about the affiliation of the injured person to the insured group of persons.

5.1.1.3 You undertake to inform us of the number of persons who are insured on the date of the main due date each year by three months after the main due date. If several groups of persons are insured the number for each group is required.

5.1.1.4 Based on your information we shall calculate the premium which is to be paid for the previous period of time and for the current insurance year and shall prepare a corresponding premium settlement.

5.1.1.5 The insurance cover of the individual insured per-son shall expire if they leave the employment relationship which exists with you or from the association.

5.1.2 Insurances with details of names

5.1.2.1 Insurance cover exists for the persons mentioned by name.

5.1.2.2 You can register non-insured persons for the insurance at all times if the profession or employment and the sums insured are the same as those who are al-ready insured. Insurance cover shall exist for the persons who are added to the agreed extent from receipt of your registration by us.

5.1.2.3 Persons in other professions or with other employment or with higher sums insured are only insured after you have reached an agreement with us about sums insured and premium.

5.1.2.4 We are entitled to reject the insurance of the individual person after examining the risks. If we reject this the insurance cover shall lapse one month after submission of our declaration.

5.1.2.5 The insurance cover for insured persons, who are to withdraw from the contract, shall expire no earlier than at the time at which we receive your report.

5.2 Joint maximum sum insured (accumulation)
If several persons insured through a group accident insurance contract are injured or killed through an event which is directly connected in terms of time and space then EUR 10,000,000 shall be deemed as joint maximum sum insured for all affected insured persons together.
The sums insured agreed for the individual insured persons shall in this case be reduced according to the ratio of the individual sums insured to the total damages of all affected persons with regard to the joint maximum sum insured.

In case there is the possibility that the joint maximum sum insured could be exceeded the insurance benefit shall only be due for each insured person when the necessary investigations have been completed in total with regard to the event mentioned in Sentence 1.

6 How are the sums insured reduced when the insured person attains the age of 75?

6.1 Insurance cover exists with the agreed sums insured until the expiry of the insurance year in which the insured person attains the age of 75. After this you have the following option:
- You will pay the previous premium and we reduce the agreed sums insured to 50 per cent or
- You submit us a medical certificate concerning the health condition of the insured person and we will calculate the new sums insured and a corresponding higher premium.

6.2 If an agreement is not reached about new sums insured and premiums by no later than two months after begin of the new insurance year the contract will be automatically continued with sums insured which are reduced by 50 per cent.
This change will not be documented. In an insured event the age of the insured person will be determined and the benefit paid accordingly.

The insured event

7 What is to be observed after an accident (obligations)?

We cannot pay the benefit without your assistance and that of the insured person.

7.1 After an accident which is expected to lead to a payment obligation you or the insured person must immediately
- consult a doctor,
- follow his orders and
- inform us.

7.2 You or the insured person must complete the accident report sent by us truthfully and return it to us immediately, relevant additional information request-ed by us must be provided in the same manner.

7.3 If doctors are commissioned by us the insured person must also allow himself to be examined by these doctors. We shall bear the necessary costs including a loss of earnings suffered thereby.

7.4 Doctors, who have treated or examined the insured person (also for other reasons), hospitals and other health institutions, other person insurers, statutory health insurances, trade associations and authorities are to be authorized to provide all information which is necessary for assessing the payment obligation.
We shall inform you about the collection of personal health data if we have your consent before the insured event already. You can object to a collection; this can however lead to a loss of your payment claims.
You can request at all times that data are only collected if consent has respectively been given for the individual collection.

7.5 If the accident results in death this is to be reported to us within 48 hours after gaining knowledge thereof, even if the accident had already been reported to us.
We are to be granted the right to have an autopsy carried out if applicable by a doctor commissioned by us.

7.6 Further deadlines are in part to be observed still with the individual types of benefit, which however do not concern obligations, but pre-requisites for claims.

8 Which consequences does the non-observance of obligations have?

If an obligation according to Subclause 7 is breached wilfully you will lose your insurance cover. In case of the grossly negligent breach of a obligation we are entitled to reduce our benefit in a ratio which corresponds with the serious of your fault. Both shall only apply if we have informed you of these legal consequences through a separate notification in a text form.
If you can prove that you have not breached the obligation through gross negligence the insurance cover shall continue to exist.
The insurance cover shall also continue to exist if you prove that the breach of the obligation was not the cause either for the occurrence or the determination of the insured event or for the determination or the scope of the benefit. This shall not apply if you maliciously breached the obligation.
These provisions shall apply irrespective of whether we exercise a right of termination to which we are entitled owing to the breach of a pre-contractual reporting obligation.

9 When are the benefits due and payable?

9.1 We are obliged to declare within one month – in case of a disability claim and the accident pension within three months - in a text form whether and to what extent we recognise a claim. The deadlines shall begin with the receipt of the following documents:
- Proof of the course of the accident and the consequences of the accident,
- In case of a disability claim additionally the proof of the completion of the remedial proceedings insofar as necessary for assessing the disability;
- with the accident pension in addition the doctor's certificate concerning an expected permanent disability of at least 50 per cent.

We shall assume the doctor's fees, which are incurred to you for substantiating the payment claim insofar as we commissioned the expert's opinion. We shall not assume other costs.
The first claim for disability, including the medical certificate regarding the type and amount of the degree of disability, is to be provided by you at your own expense.

9.2 If we recognise the claim or if we have reached an agreement with you about the reason and amount we shall pay the benefit within two weeks.

9.3 New assessment of the disability

9.3.1 You and we are entitled to have the degree of the disability assessed by a doctor once again annually.

9.3.2 The right stated in Subclause 9.4.1 shall apply up to three years, for children until they attain the age of 14 however up to five years after the accident.

9.3.3 The right stated in Subclause 9.4.1 must be exercised
- by us together with our declaration concerning our payment obligation according to Subclause 9.1,
- by you before expiry of the deadline.

9.3.4 In order to be able to carry out your right for new assessment of the disability according to Subclause 9.4.1 in time according to Subclause 9.4.2 and 9.4.3 you must give us the opportunity to commission a doctor with examining the insured person in time be-fore expiry of the deadline. Your declaration to in-tend to exercise the right should therefore be submit-ted to us as far as possible three months after our declaration about our payment obligation according to Subclause 9.1, however must be available to us by no later than three months before expiry of the deadline according to Subclause 9.4.2.

9.4 If the final assessment of the degree of disability shows a higher payment for the disability benefit ac-cording to Subclause 2.1 than we have already made interest shall be paid annually on the additional amount with 5 percentage points above the base lending rate of the ECB.

9.5 In order to examine the pre-requisites for the receipt of an accident pension according to Subclause 2.2 we are entitled to request life certificates. If the certificate is not sent immediately the pension payment shall be suspended from the next due date.

The term of insurance

10 When does the contract begin and when does it end?
When is the insurance cover suspended in case of military assignments?

10.1 Begin of the insurance cover
The insurance cover shall begin at the time stated in the insurance policy if you pay the first or one-time amount immediately after the due date within the meaning of Subclause 11.2.

10.2 Term and end of the contract

10.2.1 The following shall apply to all contracts:
The contract is concluded for the period of time stated in the insurance policy.
In case of a contractual term of at least one year the contract is extended by respectively one year if no termination has been received by you or us by no later than three months before the expiry of the respective insurance year.

In case of contractual term of less than one year the contract shall end, without this requiring a termination, at the envisaged time.
With a contractual term of more than three years the contract can be terminated already as of the expiry of the third year or each following year; the termination must have been received by you or us by no later than three months before the expiry of the respective insurance year.

10.2.2 The following applies to group accident insurances:

10.2.2.1 The insurance contract shall end if the operation is suspended or the association is dissolved. A transfer of operation is not a suspension of the operation.

10.2.2.2 We are entitled to terminate the insurance relation-ship with a period of notice of one month if insolvency proceedings are opened over your assets or the opening of such proceedings is rejected return unsatisfied.

10.2.2.3 We refer to Subclause 5.1.1.5 and 5.1.2.5 - end of the insurance cover for persons in the group accident insurance.

10.3 Termination after insured event
You or we can end the contract through termination if we have made a payment or you have filed an action against us for a payment.
The termination must have been received by you or us in a text form by no later than one month after the payment or – in the event of a lawsuit – after the withdrawal of the action, acknowledgement, settlement or final declaration of the judgement.
We can terminate the insurance cover of an individual insured person in the group accident insurance under the same pre-requisites and with the same deadlines.
If you terminate, your termination will become effective immediately after we have received it. You can however determine that the termination will become effective at a later time, by no later however than as of the end of the current insurance period. The insurer is entitled to the full annual premium in the event of a benefit claim. If there are any outstanding collection claims, these will be offset against any claim payments.
A termination by us will become effective one month after its receipt by you.

10.4 Suspension of the insurance cover in case of military assignments
The insurance cover shall cease to apply for the insured person as soon as he serves in a military or similar formation, which takes part in a war or war-like assignment between the countries of China, Germany, France, Great Britain, Japan, Russia or USA. The insurance cover shall be effective again as soon as we have received your notification about the termination of the service.

The insurance premium

11 What do you have to observe when paying the premium?

What happens if you do not pay a premium in time?

11.1 Premium and insurance tax
The invoiced premium includes the insurance tax, which you have to pay in the respective amount as determined by law.

11.1.1 No-claims bonus
The "NCB" tariff includes a no-claims bonus of 20% on the premium from the next main due date, provided that no claim has been reported or no benefit claimed in the current insurance period.
In case of a subsequent notification of a damage, claim or benefit, the no-claims bonus will also be cancelled retroactively. This increase does not trigger any special right of termination.
Excluded from this regulation are tariffs which are already discounted.

11.2 Payment and consequences of delayed payment/ first or one-time premium

11.2.1 Due date of the payment
The first or one-time premium shall be due and payable immediately after expiry of two weeks after receipt of the insurance policy.
If payment of the annual premium in instalments has been agreed only the first instalment of the first annual premium shall be deemed as first premium.

11.2.2 Later commencement of the insurance cover
If you do not pay the first or one-time premium in time, but at a later point in time, the insurance cover shall only begin from this time. This shall not apply if you prove that you are not responsible for the non-payment.

11.2.3 Cancellation
If you do not pay the first or one-time premium in time we can cancel the contract as long as the premium has not been paid. We cannot cancel the con-tract if you prove that you are not responsible for the non-payment.

11.3 Payment and consequences of delayed payment/ follow-up premium

11.3.1 Due date and timely nature of the payment
The follow-up premiums shall be due and payable at the respective agreed time.

11.3.2 Default
If a follow-up premium is not paid in time you shall be deemed in default without a reminder unless you are not responsible for the delayed payment.
We shall request you to make payment in a text form at your costs and set you a payment deadline of at least two weeks. The setting of this deadline shall only be effective if we can put the individual out-standing amounts of the premium and the interest and costs into figures and state the legal consequences which are associated with the expiry of the deadline according to the Subclauses 11.3.3 and 11.3.4.
We are entitled to demand reimbursement of the damages suffered by us through the default.

11.3.3 No insurance cover
If you are still in default with the payment after expiry of this payment deadline no insurance cover shall exist from this point in time until the payment if you were informed thereof with the payment request ac-cording to Subclause 11.3.2 Par. 2.

11.3.4 Termination
If you are still in default with the payment after expiry of this payment deadline we can terminate the contract without observing a deadline if we have in-formed you thereof with the payment request according to Subclause 11.3.2 Par. 2.
If we have terminated and if you pay the reminded premium subsequently within one month the contract shall continue to exist. However, no insurance cover exists for insured events, which occurred between the receipt of the termination and the payment.

11.4 Timely nature of the payment in case of direct debit (SEPA) mandate
If the collection of the premium from an account has been agreed the payment shall be deemed on time if the premium can be collected on the due date and you do not object to a justified collection.
If the due premium could not be collected by us or your insurance agent without this being your fault the payment shall also then be deemed in time still if it is made immediately after our payment request which is submitted in a text form.
If the due premium cannot be collected, because you revoked the direct debit (SEPA) mandate or if you are responsible for other reasons that the premium repeatedly cannot be collected we shall be entitled to request payment outside of the direct debit (SEPA) procedure in future. You are only obliged to send the premium if you have been requested to do this by us in a text form.

11.5 Partial payment and consequences with delayed payment
If the payment of the annual premium in instalments has been agreed the still outstanding instalments shall be due and payable immediately if you are in default with the payment of one instalment.
We can further request annual payment of the premium for the future.

11.6 Payment of premium to our coverholder
The coverholder named in the insurance policy is entitled to assume obligation for collecting your premiums on our behalf and undertakes to forward these to us.

The payment of the premiums to the insurance agent named in the insurance policy shall be deemed equivalent to the payment to us.

Further provisions

12 How are the legal relationships of the persons involved in the contract to each other?

12.1 If the insurance has been taken out against accidents which are suffered by another person (third party insurance) the following shall apply:

12.1.1 The insured person can assert benefits from the accident insurance directly with our company with-out your consent. We shall make the payment directly to the insured person.

12.1.2 You as insurance policy holder shall inform each insured person about the insurance cover which exists within the framework of this contract and about the right of the insured person according to Sub-clause 12.1.1.

12.1.3 Not the insured person is entitled to exercise other rights from the contract, but only you are entitled.

12.1.4 Besides the insured person you are responsible for satisfying the obligations.

12.2 All provisions, which apply to you, are to be applied accordingly to your legal successors and other claimants.

12.3 The insurance claims can neither be assigned nor pledged before due date without our consent.

13 What does the pre-contractual reporting duty mean?

13.1 Completeness and accuracy of details about circumstances which are relevant for the risks

You must inform us of all circumstances which are relevant for the risks of which you are aware until your contractual declaration is submitted, which we requested from you in a text form and which are relevant for our decision to conclude the contract with the agreed contents. You are also insofar obliged to make a report to the extent that we ask questions in a text form after your contractual declarations, however before our acceptance of the contract within the meaning of Sentence 1.

Those circumstances are relevant for the risks which are suitable for exercising an influence on our decision to conclude the contract at all or with the agreed contents.

If another person is to be insured he shall be responsible in addition to you for the truthful and full report of the circumstances which are relevant for the risks and for answering the questions you were asked.

If the contract is concluded by your representative and if he is aware of the circumstance which is relevant for the risk you must allow yourself to be treated as if you had knowledge thereof yourself or maliciously failed to disclose this.

13.2 Cancellation

13.2.1 Pre-requisites and exercising the right of cancellation

Incomplete and incorrect information concerning the circumstances which are relevant for the risk entitle us to cancel the insurance contract.

This shall only apply if we have informed you about the consequences of a breach of the reporting duty through a separate notification in a text form.

We must assert our right of cancellation within one month in writing. We must state the circumstances here upon which we support our declaration. We may also subsequently state further circumstances within the monthly deadline in order to substantiate our declaration.

The deadline shall begin at the time at which we gain knowledge of the breach of the reporting duty, which substantiates our right of cancellation.

The cancellation shall be carried out through a declaration towards you.

13.2.2 Exclusion of the right of cancellation

We cannot refer to our right of cancellation if we were aware of the circumstance which is relevant to the risk, which was not reported, or the inaccuracy of the report.

We shall not have any right of cancellation if you prove that you or your representative did not provide the incorrect or incomplete information either wilfully or gross negligently.

Our right of cancellation owing to grossly negligent breach of the reporting duty shall not exist if you prove that we would also have concluded the con-tract with the knowledge of the circumstances which were not reported, even if at other conditions.

13.2.3 Consequences of the cancellation

No insurance cover exists in the event of the cancellation.

If we cancel the contract after the occurrence of the insured event we may not refuse the insurance cover if you prove that the incomplete or incorrectly reported circumstance was not the cause either of the occurrence of the insured event or for the determination of or the scope of the benefit.

However, no insurance cover exists in this case either if you maliciously breached the reporting duty.

We shall be entitled to the part of the premium which corresponds with the contractual term which passed until the cancellation declaration has become effective.

13.3 Termination or retrospective adjustment to the contract

13.3.1 If our right of cancellation is excluded, because your breach of a reporting duty was not due either to wilful intent, or gross negligence, we can terminate the insurance contract in a text form by observing a period of notice of one month.

This shall only apply if we informed you through a separate notification in a text form about the consequences of a breach of the reporting duty.

We must state the circumstances hereby upon which we support our declaration. We may also subsequently state further circumstances within the monthly deadline in order to substantiate our declaration.

The deadline shall begin at the time, at which we gained knowledge of the breach of your reporting duty.

We can not refer to our right of termination owing to the breach of a reporting duty if we were aware of the circumstance which is relevant for the risk and which was not reported or the inaccuracy of the report.

The right of termination is also excluded if you prove that we would also have concluded the contract with the knowledge of the circumstances which were not reported, even if at other conditions.

13.3.2 If we cannot cancel or terminate, because we would also have concluded the contract with knowledge of the circumstances which were not reported, however at other conditions, the other conditions shall retrospectively become a part of the contract at our re-quest. If you are not responsible for the breach of du-ty the other conditions shall become part of the con-tract from the current insurance period.

This shall only apply if we informed you about the consequences of a breach of the reporting duty through a separate notification in a text form.

We must assert the adjustment to the contract in writing within one month. We must state hereby the circumstances upon which we support our declaration. We may also subsequently state further circumstances within the monthly deadline in order to substantiate our declaration.

The deadline shall begin at the time, at which we gain knowledge of the breach of the reporting duty, which entitles us to adjust the contract.

We cannot refer to an adjustment to the contract if we were aware of the circumstances relevant to the risk which was not reported or the inaccuracy of the report.

If the premium is increased by more than 10% through the adjustment to the contract or if we exclude the cover for the risk for the circumstance which was not reported, you can terminate the con-tract in a text form without notice within one month after receipt of our notification.

13.4 Contestation

Our right to contest the contract owing to malicious deceit remains unaffected. In the event of the contestation we shall be entitled to the part of the premium which corresponds with the contractual term which has passed until the contestation declaration become effective.

14 What is to be observed in case of notifications to us? What applies with a change in your address?

14.1 All reports and declarations which are intended for us should be directed at

- our administrative headquarters / head office or
- to our coverholder.

14.2 If you have not informed us or our coverholder of a change in your address it is sufficient for a declaration of intent, which

is to be submitted towards you, to send a registered letter to the address last known to us. The declaration shall be deemed as received three days after the letter is sent.
This shall apply accordingly for the event of a change in your name.

General contractual information

15 Information concerning the insurer

15.1 Address
Named in the insurance policy

16 Authorizations of the Coverholder Company

16.1 Ads and declarations of intent
The management company for all insurance contracts is Wunderlich Financial Consulting GmbH (hereinafter referred to as WFC).

16.2 Address
Wunderlich Financial Consulting GmbH
Erlenstr. 27
CH-2555 Brügg
office@wunderlich-consulting.net

16.2 WFC is entitled to receive notices, declarations of intent, notices of claim and premiums as well as to recover outstanding premiums, conduct correspondence and make declarations of intent of any kind in connection with the insurance contract (e.g. withdrawal, termination, rescission). Premiums shall be deemed to have been received at the time of receipt by WFC.

16.3 The insurer has commissioned WFC to accept or reject applications from policyholders and intermediaries.

16.4 If the policyholder has changed his/her street or e-mail address but has not informed WFC, a message sent to the last address known by WFC shall be sufficient for any declaration of intent to the policyholder. The declaration becomes effective on the date it would have been delivered under normal conditions if the address had not been changed.

17 Information concerning the insured benefits

17.1 Essential features / legal basis

17.1.1 The basis of the insurance contract are your application (insofar as available), these insurance terms and conditions, into which our tariff provisions have been integrated, your insurance policy and the law governing insurance contracts [VVG] in the reformed version as of 01.01.2008.

17.1.2 This insurance insures you against accidents (see Subclause 1) with the benefits listed in your insurance policy and defined in Subclause 2 which are due according to Subclause 9. We as insurer provide the contractually agreed insurance benefits within the framework of these insurance terms and conditions.

17.2 Costs and mode of payment
With the exception of the premium stated in the insurance policy (incl. statutory insurance tax) no other costs are to be borne by you for the conclusion of the contract and the insurance cover.
The premium is to be paid by you according to the mode of payment stated in the insurance policy; see also Subclause 11.

17.3 Period of validity
These insurance terms and conditions can be changed by us for new, not however for existing contracts, at all times.
We are bound to our offer (quotation) for 30 days.

18 Information concerning the contract

18.1 Conclusion of your contract
The contract has been concluded through our confirmation of cover. The begin of the contract and your insurance cover is the date stated in the insurance policy, 00.00 [midnight].

18.2 Instructions regarding withdrawal / revocation (for customers only

18.2.1 Right of revocation
You may revoke your contractual agreement in writing (e.g. letter, fax, email) without given reason within a period of 30 days. The period begins after you have received the insurance policy, the contractual provisions including the contractual documents, the information pursuant to Art. 3 of the Federal Insurance Contract Act (VVG) and these instructions, each in text form. Timely dispatch of the revocation is sufficient to comply with the revocation period. The withdrawal is to be sent to:
Wunderlich Financial Consulting GmbH, Erlenstr. 27, CH-2555 Brügg, office@wunderlich-consulting.net, Fax +41 32 5520571.

18.2.2 Consequences of revocation
Insurance coverage shall be terminated in the event of an effective revocation, and we shall be obligated to repay the share of the premiums paid for the period after receipt of the revocation, if you had agreed that the insurance cover commences prior to the end of the revocation period. In this case, we may retain the share of the premiums paid until receipt of revocation; this is the amount of the relevant portion of the annual premium which is calculated as follows: number of days on which insurance cover existed multiplied by 1/360 of the annual premium. The duty to reimburse shall be fulfilled without undue delay, at the latest 30 days after receipt of the revocation. If the insurance cover does not commence prior to the end of the revocation period, we shall reimburse the insurance premiums paid and any claimed benefits (e.g. interest) upon effective revocation.

18.2.3 Special instructions
Your right of revocation shall cease to apply if the contract has been wholly fulfilled by both sides at your explicit request before you have exercised your right of revocation. You shall have no right of revocation for contracts with a duration of less than two months or for contracts with provisional coverage. If you revoke an insurance contract replacing or modifying an already existing contract with the insurer, your original insurance contract shall remain in force.

18.3 Term and conditions of termination
The contract shall apply to the period of time stated in the insurance policy. You can find the conditions of termination in Subclause 10.

19 Information concerning legal action

19.1 Which law shall apply?
The contract shall be governed exclusively by Swiss law in all its parts, including with regard to all questions concerning its conclusion, validity or interpretation. This also applies to risks outside the Swiss Confederation.

19.2 In addition, the local or regional court in whose district you have your domicile or, in the absence of such, your habitual residence at the time the action is brought shall have jurisdiction for claims or actions arising from the insurance contract or the insurance brokerage. This jurisdiction shall only cease to apply if you move your domicile or habitual residence outside the area of application of the Insurance Contract Act after conclusion of the contract.

19.3 Contractual language
The contractual language is German. All communication is carried out exclusively in the German language.

20 Who is responsible for your complaints?

20.1 Supervisory authority
See section 15.1 for the supervisory authority of the insurer.

VI. SPECIAL CONDITIONS FOR PROGRESSIVE DISABILITY SCALE (PROGRESSION 400) – IF ALSO INSURED

You have agreed with us an accident insurance with progressive invalidity scale. We determine the degree of disability according to Section 2.1.2 on 2 of the Accident Insurance Terms and Conditions UB 2024. From the accident-related degree of disability determined in this way, the benefit as a percentage of the agreed basic amount for invalidity is given in the following table:

In detail, the amount of the disability benefit is as follows:

Accident-related degree of disability in%	Benefit from the sum insured in%	Accident-related degree of disability in%	Benefit from the sum insured in%
1	1	51	106
2	2	52	112
3	3	53	118
4	4	54	124
5	5	55	130
6	6	56	136
7	7	57	142
8	8	58	148
9	9	59	154
10	10	60	160
11	11	61	166
12	12	62	172
13	13	63	177
14	14	64	181
15	15	65	185
16	16	66	189
17	17	67	193
18	18	68	197
19	19	69	201
20	20	70	205
21	21	71	209
22	22	72	213
23	23	73	217
24	24	74	221
25	25	75	225
26	28	76	232
27	31	77	239
28	34	78	246
29	37	79	253
30	40	80	260
31	43	81	267
32	46	82	274
33	49	83	281
34	52	84	288
35	55	85	295
36	58	86	302
37	61	87	309
38	64	88	316
39	67	89	323
40	70	90	330
41	73	91	337
42	76	92	344
43	79	93	351
44	82	94	358
45	84	95	365
46	88	96	372
47	91	97	379
48	94	98	386
49	97	99	393
50	100	100	400

VI. SPECIAL CONDITIONS FOR THE AVIATION ACCIDENT INSURANCE (LUV 2024) – IF ALSO INSURED

The insurance is based on the attached Accident Insurance Conditions and Terms (UB 2024) with the following amendments and supplements:

1 **Objects of this insurance policy**

1.1 In accordance with the insurance contract, the insurance cover extends also to accidents of which
- pilots and other Crew members and/or
- other passengers

are affected in the exercise of the activity resulting from the insurance certificate and its supplements in causal connection with the operation of an aircraft licensed for air traffic.

1.2 With the seat aviation accident insurance, the insurance cover is bound to the aircraft declared in the insurance contract with the seats specified therein.

The declared aircraft may, with our consent, be replaced by another aircraft for the remainder of the insurance period if
- no insured event has occurred for the departing aircraft, and
- the withdrawing aircraft is put into service for the remainder of the insurance period auβer and its registration is withdrawn, or
- the departing aircraft is insured with another insurer.

2 **Scope of coverage**

2.1 The insurance cover applies from the time of boarding until the time of leaving the aircraft.
Accidents during boarding and disembarking are included.
The insurance cover also extends to accidents during the stay at intermediate and emergency landing sites, as well as to accidents during a substitute transport by bus or rail required by the company due to bad weather or for technical reasons. The insurance cover is not interrupted by a temporary abandonment of the replacement vehicle.

2.2 Seat aviation accident insurance does not, however, include insurance cover for accidents suffered by the insured person if he/she uses the stay outside the vehicle for purposes that are not intrinsically connected with the substitute transport.

2.3 For insured pilots of aircraft and other members of the crew, insurance cover also exists for accidents during a parachute jump to save one's own life.

2.4 For insured parachutists, insurance cover is also provided during the parachute jump and during landing.

3 Conditions for insurance cover

Insurance cover shall only be granted

3.1 in the case of named aviation accident insurance
if the insured person is in possession of all legally required licences and endorsements for the activity he/she is performing;

3.2 in the case of seat and passenger aviation accident insurance, if

3.2.1 the aviation operation / air carrier is licensed by the authorities, where required by law,

3.2.2 the aircraft has been inspected for airworthiness and has been officially approved,

3.2.3 the crew members are in possession of all licences and ratings required by law.

4 Clause 4.1.1 UB 2024 (Exclusions) applies to pilots and other crew as follows:

No insurance cover is provided for the following accidents:
Accidents suffered by the insured person as a result of mental or consciousness disorders, including those resulting from drug consumption, as well as strokes, epileptic seizures or other seizures affecting the entire body of the insured person.
However, insurance cover exists if these disturbances or seizures were caused by an accident event covered by this contract.
There is no insurance cover for accidents caused by disorders of consciousness due to drunkenness if these occur while driving a motor vehicle or aircraft or as a crew member of an aircraft.

VII. INFORMATION OF DATA PROCESSING

Declaration of consent to data protection (data storage, transfer and request)

Data protection notice
As of 25.05.2018, the EU General Data Protection Regulation (GDPR) is effective in all member states of the European Union. The reversed Federal Act on Data Protection of Switzerland applies from 01.01.2022.
The GDPR standardises the rules for processing personal data. This ensures the protection of personal data overall, and guarantees the free movement of data within the European Union. The new provisions of the GDPR place particularly high emphasis on transparency in data processing and extensive rights of the data subjects.
Information on data protection is also available on the internet at https://www.wunderlich-consulting.net/en/privacy-policy
With this notice, we hereby inform you of the processing of your personal data by us and the insurers and the rights you are entitled to according to data protection law.

Persons responsible for the data processing (controllers)
Wunderlich Financial Consulting GmbH, Erlenstr. 27, 2555 Brügg, Switzerland
Managing directors: Claus Wunderlich, Filip Apostolov
Tel. + 41 32 5520570, Fax +41 32 5520571, office@wunderlich-consulting.net, www.wunderlich-consulting.net

as well as the respective insurers.

Purposes and legal bases of the data processing
We (Wunderlich Financial Consulting GmbH and the respective insurers) process your personal data in compliance with the EU General Data Protection Regulation (GDPR), Federal Act on Data Protection (DSG), the provisions of the Insurance Contract Act (VVG) relevant to data protection law as well as all further applicable laws.

When you make an application for insurance coverage or request a quote, we require the information provided by you here to conclude the contract or provide the quote and to estimate the risk to be assumed by us. If the insurance contract comes into effect, we process these data for the performance of the contractual relationship, e.g. to issue policies or invoices. We require details in the event of a claim, for example, in order to verify whether an insured event has occurred and what the extent of the payout is.

The conclusion i.e. the performance of the insurance contract is not possible without the processing of your personal data.

Beyond this, we require your personal data in order to create insurance-specific statistics, such as to develop new tariffs or to fulfil regulatory requirements. We may use the data of all contracts concluded with us for an observation of the overall customer relation, for example for consultation regarding an adjustment or supplement to the contract, for making decisions on goodwill gestures, or for the comprehensive provision of information. The legal basis for this processing of personal data for pre-contractual and contractual purposes is Art. 6 Para. 1b GDPR. If special categories of personal data (e.g. your health data upon concluding an insurance contract) are necessary for this purpose, we seek your consent in accordance with Art. 9 Para. 2a in connection with Art. 7 GDPR. If we create statistics using these data categories, this occurs on the basis of Art. 9 Para. 2j GDPR in connection with DSG.
We also process your data in order to preserve our interests or those of third parties (Art. 6 Para. 1f GDPR). This can be necessary in particular:

- to ensure IT security and IT operations,
- to advertise our own insurance products and their cooperation partners as well as to carry out market and opinion surveys,
- to prevent and clear up offences, we use data analyses in particular to detect signs that may point to insurance fraud.

In addition to this, we process your personal data in order to fulfil legal obligations such as regulatory requirements, commercial and fiscal obligations to retain data, or our duty to give advice. In this case, the legal basis for the processing is formed by the respective legal regulations in connection with Art. 6 Para. 1c GDPR. If we wish to process your data for a purpose that has not been mentioned, we will inform you of this beforehand in the context of the legal provisions.

Categories of recipients of personal data
Reinsurers:
Risks assumed by the insurers can be insured with special insurance companies (reinsurers). For this, it may be necessary to transmit the data of your contract and potentially of your claim event to a reinsurer so that the reinsurer can form a more complete picture of the risk or the claim event.
Intermediaries:
If you are attended to by an intermediary with regard to your insurance contracts, your intermediary processes the application, quote, contract and claim data required for the conclusion and performance of the contract. Our company also transmits these data to the intermediaries who serve you if they require this information to serve and advise you in your insurance and financial service matters.
External service providers:
We partially make use of external service providers in order to fulfil our contractual and legal obligations. You can request the currently valid list of the contractors and service providers used by us with whom we have more than just temporary business relations at any time.
Further recipients:
Beyond this, we may transmit your personal data to further recipients, such as to authorities in order to fulfil legal reporting obligations (e.g. social insurance agencies, financial authorities or law enforcement authorities).

Duration of the data storage
We delete your personal data as soon as they are no longer required for the purposes stated. What may occur here is that personal data are stored for the period in which claims can be asserted against our company or the respective insurers (legal limitation period of three or up to thirty years). In addition, we also store your personal data insofar as we are legally obliged to do so. Corresponding obligations to provide evidence and to retain data arise from, among other things, the Commercial Code, the Fiscal Code and the Money Laundering Act. In accordance with these, the storage periods amount to up to ten years after termination of the contract.

Data subject rights
You can request information on the data stored on your person at the stated address. In addition, you can request the rectification or deletion of your data under certain circumstances. Furthermore, you may have a right to restriction of the processing of your data as well as a right to issuance of the data provided by you in a structured, common and machine-readable format.

Right of objection
You have the right to object to the processing of your personal data for the purposes of direct advertising. If we process your data in order to preserve legitimate interests, you may object to this processing if your particular situation provides reasons against the processing of the data.

Right of appeal
You have the possibility to lodge a complaint with a data protection supervisory authority in your country of residence.

Automated individual decisions
Based on your statements on risk, which we ask you about when you make an application or request a quotation, we can make fully automated decisions, for example regarding the conclusion of the contract, potential risk exclusions or the amount of the premiums to be paid by you.

Consent to the Elicitation and Use of Health Data and Authorisation to Release from the Obligation to Secrecy

The provisions of the Insurance Contract Act, the Data Protection Act and other data protection regulations do not contain sufficient legal foundations for the elicitation, processing and use of health data by insurance companies. In order to be allowed to elicit and use your health data for this application and the contract, pursuant to data protection legislation **Wunderlich Financial Consulting GmbH** (hereinafter referred to as WFC GmbH) and the **insurance company with which the insurance contract was concluded** therefore requires your consent(s). In addition, the insurance company with which your insurance contract was concluded, requires your authorisations to release bodies from the obligation to secrecy in order to be allowed to elicit your health data at points subject to secrecy like, e.g. medical practitioners. Being a life insurance (health insurance) undertaking, the insurance company requires such release from the obligation to secrecy in order to be allowed to forward your health data or other data protected under the Criminal Code, like, e.g. the fact that a contract with you exists, to other agencies, e.g. IT providers.

The following declarations of consent and release from the obligation to secrecy are indispensable for assessing your application as well as for establishing, performing or terminating your insurance contract. Should you not provide them, as a general rule conclusion of the contract would not be possible.

The declarations concern the handling of your health data and other data protected under the Criminal Code
- by WFC GmbH and by the insurance company itself (under 1.),
- in connection with making enquiries at third parties' (under 2.),
- when forwarding to agencies external to the insurance company (under 3.) and
- if the contract does not come into being (under 4.).

The declarations also apply to any persons legally represented and to be co-insured by you, like your children, to the extent the latter fail to recognise the consequences of such consent and are therefore unable to submit their own declarations of consent.

1. Elicitation, Storage and Utilisation by the Insurance Company of Health Data Communicated by You
I consent to WFC GmbH's and the insurance company's eliciting, storing and using the health data communicated by me in this application and in future to the extent this is necessary for review of the application and for establishing, performing or terminating this insurance contract.

2. Queries About Health Data at Third Parties'

2.1. Making Enquiries About Health Data at Third Parties' for the Purpose of Risk Assessment and for the Purpose of Review of the Duty to Provide Benefits

For the assessment of the risks to be insured, it may be necessary to obtain information from bodies that are in possession of your health data. In addition, it may be necessary for the purpose of reviewing duty to provide benefits that the insurance company must subject to scrutiny the data on your health circumstances that you provided in order to establish claims or that ensues from the submitted documents (e.g. invoices, statutory instruments, expert opinions) or communications e.g. of a medical practitioner or of other parties belonging to a healing profession.
Such review will only take place if necessary. For this, the insurance company needs your consent, including a release from the obligation to secrecy for itself and for these bodies, if health data or other information protected has to be passed on within the framework of this query. You may grant these declarations already at his point (Option 1) or later in the individual case (Option II). You may change your decision at any time. Please select one of the two following options:

Option I:
❑ I give my consent – if required for the risk assessment or for review of the insured event – to the insurance company's eliciting my health data from medical practitioners, care personnel and employees of clinics, other hospitals, care homes, health insurers, statutory health insurance companies, trade associations and authorities, and using it for these purposes. I release the stipulated persons and employees of the stipulated facilities from their obligation to secrecy to the extent my admissibly stored health data from examinations, consultations, treatments and insurance applications and contracts from a period of up to ten years prior to application are transmitted to the insurance company. I furthermore agree in this connection – if required – to the passing on of my health data to these bodies and in this respect also release the persons employed by the insurance company from their obligation to secrecy.
Prior to each elicitation of data pursuant to the above paragraphs, I will be informed as to who the data is to be elicited from and for what purpose and it will be pointed out to me that I may object and provide the necessary documents myself.

Option II:
❑ I wish the insurance company to notify me in each individual case about what persons or organisations require the information and for what purpose. I will then decide in each case:
Whether I agree to such elicitation and use of my health data by the insurance company, whether I release the person or organisation, and his/her/its employees from their obligation to secrecy and whether I consent to the transfer of my health data to the insurance company
or whether I provide the required details myself.
I am aware that this may lead to a delay in the processing of the application, or in the review of the duty to provide benefits.
To the extent the above statements refer to the details provided by me when applying for insurance, they will be effective for a period of five years subsequent to conclusion of contract. If there are specific indications that incorrect or incomplete details were intentionally provided when insurance was applied for, the period will be ten years and for this reason the assessment of risk was influenced, the statements will be effective for a period of up to ten years subsequent to conclusion of the contract.

2.2. Statements in the Event of Your Death
For the purpose of reviewing the duty to provide benefits, it may be necessary to review your health data even after your death. A review may also be necessary if up to ten years subsequent to conclusion of contract, for the insurance company concrete clues reveal that when the application for insurance was made incorrect or incomplete details were provided and for this reason the assessment of risk was influenced. The insurance company requires consent and release from the obligation to secrecy also for this purpose. Please select one of the two following options:

Option I:
❑ In the event of my death, I give my consent that my health data may be elicited by third persons for review of liability or necessary new review of application as described in the first tick box (see 2.1. above – First Option).

Option II:
❑ If – for the purpose of reviewing the duty to provide benefits or of necessary new review of application – it should be necessary to collect health data after my death, decision-making authority in respect of declarations of consent and release from the obligation to secrecy will pass to my heirs or – if this is deviatingly provided for – to the beneficiaries of the contract.

3. Disclosure of your health data and other data protected under the Criminal Code to bodies external to the insurance company
The insurance company will contractually oblige the following bodies to observe the regulations on data protection and data security.

3.1 Disclosure of Data for Medical Examination
For the assessment of the risks to be insured and for review of the duty to provide benefits, it may be necessary to call in medical experts. The insurance company needs your consent and release from the duty to maintain secrecy if your health data and other data protected under § 203 of the Criminal Code are transferred in this connection. You will be notified of a transfer of data in each case.
I consent to the insurance company's transferring my health data to medical experts, to the extent this is necessary within the framework of risk review or review of the duty to provide benefits and that my health data is used there in accordance with their designated purpose and that the results are transmitted back to the insurance company. In respect of my health data and other data protected under the Criminal Code, I release the persons working on behalf of the insurance company and the experts from their duty to maintain secrecy.

3.2 Transfer of Tasks to Other Bodies (Companies or Persons)
Particular tasks such as processing insured events or customer assistance by telephone, in connection with which the collection, processing or use of your health data may become necessary, are in some cases not carried out by the insurance company itself but their discharge is transferred to another company of the insurance group, or another body. If your data protected under the Criminal Code are disclosed in this connection, the insurance company needs your release from the duty to maintain secrecy for itself and, if required, for the other bodies.
For the disclosure of your health data and their use by the bodies mentioned above, the insurance company needs your consent.
I consent to the insurance company' transferring of my health data to the bodies specified in the list mentioned above and to my health data being collected, processed and used there for the specified purposes to the same extent as the insurance company would be allowed to. To the extent required, I release the employees of the insurance company, and of the insurance company's group of undertakings, and of other bodies from their duty to maintain secrecy in respect of the disclosure of health data and other data protected under the Criminal Code.

3.3 Disclosure of Data to Reinsurance Companies
To insure satisfaction of your claims, the insurance company may conclude contracts with reinsurance companies who assume the risk insured in whole or in part. In some cases, these reinsurance companies use for this purpose other reinsurance companies to whom they likewise transmit your data. The insurance company may submit your application for insurance or request for payment to the reinsurance company so that the reinsurance company can gain its own impression of the risk or the insured event. This would be the case, in particular, if the cover sum is extremely high or the risk is difficult to assess.
Furthermore, it is possible that a reinsurance company – on grounds of its special expert knowledge – will assist the insurance company when analysing risks and payments and when evaluating procedures.
If a reinsurance company has assumed insurance against a risk, it can oversee whether the insurance company has correctly assessed the risk or an insured event.
Moreover, data relating to your existing contracts and applications will be disclosed to reinsurance companies to the necessary extent so that they can review whether and to what extent they can participate in the risk. Also data relating to your existing contracts may be disclosed to the reinsurance company for the settlement of premiums and insured events.
For the above purposes, anonymised, or pseudonymised data, respectively, are used if possible. Your personal data will be used by the reinsurance companies only for the purposes specified above. You will be informed by the insurance company when your health data are transferred to reinsurance companies.
I consent to my health data being transferred to reinsurance companies – to the extent necessary – and used there for the purposes mentioned. To the extent necessary, I release the persons working on behalf of the insurance company from their duty to maintain secrecy with respect to the health data and other data.

3.4 Disclosure of Data to Independent Intermediaries/Brokers
The insurance company generally does not disclose any details relating to your health to independent intermediaries. However, in the following cases it may be possible that data allowing conclusions to be drawn on your health, or information protected under the Criminal Code relating to your contract are made known to the intermediary.
To the extent it is required for consulting purposes related to the contract the intermediary supporting you may obtain information on whether and, where appropriate, under what circumstances (e.g. acceptance with a risk surcharge, exclusions of certain risks) your contract can be accepted.
The intermediary of your contract learns that your contract was concluded and with what content. At the same time, the intermediary also learns whether surcharges for risks or exclusions of particular risks have been agreed.
In the event of a change from the intermediary supporting you, to another intermediary, transmission of contractual data including the information on existing risk surcharges and exclusions of certain risks may occur. In the event of a change the intermediary supporting you to a different intermediary you will be informed prior to the passing on of health data and also your objection options will be pointed out to you.
I consent to the insurance company's transmitting my health data and other data protected under the Criminal Code in the above-mentioned cases – if necessary – to the independent insurance intermediary and to such data's being elicited, stored and allowed to be used for consulting purposes.

4. Storage and Use of Your Health Data if the Contract Fails to Come About
If the contract with you fails to come about, WFC GmbH and the insurance company may store the health data elicited in the context of the risk assessment in case you re-apply for insurance cover. The insurance company stores your data also so as to be able to answer possible enquiries of other insurance companies. Your data will be stored with the insurance company until the end of the third calendar year after the year the application was made.
I consent to WFC GmbH's and the insurance company's storing and being allowed to use my health data – if the contract fails to come about – for a period of three years from the end of the calendar year of making the application for the above-mentioned purposes.

VII. GENERAL TERMS AND CONDITIONS WFC GmbH (GTC)

By signing and sending the PDF application over the internet, I hereby request insurance coverage according to the relevant conditions (as amended).

I also hereby give Wunderlich Financial Consulting GmbH and/or their representatives the power of attorney to manage and take care of the contract(s) as well as to perform all related services in my name.
This also includes issuing of the insurance policy and debt collection.

I am aware that Wunderlich Financial Consulting GmbH in no way carries out insurance mediation activities.

Furthermore, I expressly confirm that I waive any right to advice and documentation, and am aware of the consequences thereof.

I hereby acknowledge and agree that the insurance companies and/or their representatives and WFC GmbH may save data regarding damages and/or contracts in electronic form and destroy the originals. I accept any electronic copy of said documents as evidence/proof of the original documents.

All correspondence shall be carried out via email. Therefore, WFC GmbH must know my current email address. Should this not be the case or should no email address be known, delivery to the agent shall be considered as delivery to me.

The SEPA period of pre-notification shall be reduced to 1 day for German bank accounts. For non-German bank accounts, the period shall be 2 days for recurring debit transfers and 5 days for one and/or first time debit transfers.

The contractual relationship shall be governed by German law. The authority responsible for dealing with complaints is the Bundesanstalt für Finanzdienstleistungsaufsicht, Graurheindorfer Str.108, 53117 Bonn.

Price list for services

As all correspondence shall be carried out via email, no original document shall be issued. However, an original may be issued and sent via post for an additional service fee.

Sending of insurance policy via email	Free of charge
2nd sending of insurance policy via email	Free of charge
Sending of insurance policy document as hard copy via post	EUR 25.00
Issuance of duplicate insurance policy document	EUR 25.00
Issuance of premium paid certificate or premium receipt via email	Free of charge
Issuance of premium paid certificate or premium receipt as hard copy via post	EUR 25.00
Other costs	as incurred

WUNDERLICH
FINANCIAL CONSULTING

Important information about your accident insurance contract in the event of a claim

Dear Sir/Madam

If a claim arises, it is important that you as policyholder follow the proper procedure.

Be sure to follow the steps listed below. Failure to observe these guidelines may result in loss of insurance cover, and will impede the efficient settlement of your claim.

- If an accident occurs, you must **immediately** seek medical treatment and follow your doctor's instructions.
- A doctor's certificate confirming your incapacity for work must be received here **before the end of the excess period** (the number of days stated in your insurance policy before payment of your claim begins). In the event of later receipt, payment will only be made from this day and not for previous days.
- Advise other service providers (e.g. your employer or Employers' Mutual Insurance Association) about the doctor's certificate.
- If a disability occurs, the claim must be submitted within 12 months of the date of the claim.
- If the accident was caused by a **third party** (including animals or third-party vehicles), the party that caused the accident should make every effort to advise his/her liability insurance provider and you must make the appropriate **liability claims**.
- It is essential that you observe the **deadlines (obligations)** for your insurance contract! These can be found in the relevant terms and conditions.

We will be happy to help you to process your claim correctly. Feel free to ring us if you have any questions.

Please note, however, that the insurance companies process claims directly from their own head offices or commission claims processors.

We make no decisions on claims and make no payments ourselves.

Stand: 03.2024

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