

# Certificate of Insurance

## Lodge Card

This English translation may be used for information purposes only.  
The German wording prevails in case of litigation.

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### Please inform yourself about:

- your Travel Accident Insurance
- your Liability Insurance for Private Individuals Abroad

DEGUSSA  
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## Standard Policy Terms for Travel Accident Insurance with the Lodge Card

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### Section 1 Insured, Insurer, Policyholder

Each person who books their business trip using the Lodge Card or in whose name the ticket was issued is insured (hereinafter referred to as the "Insured Person").

"Insurer" means Chubb European Group SE (hereinafter referred to as "Insurer"). "Policyholder" means Degussa Bank AG (hereinafter referred to as "Degussa Bank").

### Section 2 Scope of Insurance

2.1 In the event of disability or death, the Insurer provides coverage to the Cardholder, as the case may be, according to the following terms insofar as the disability or death

- occurs during travel within the meaning of Section 2 Paragraph 2.1.2, and
- is the result of an Accident within the meaning of Section 5 when the Cardholder travels as a passenger with a Common Carrier (only plane and train).

2.1.1 Accidents that occur on boarding or alighting are also insured. In the case of air travel, insurance coverage also extends to Accidents occurring on substitute transportation provided by the air carrier. Furthermore, the insurance coverage extends to all stays at an airport during an insured trip in the event of a stopover. Furthermore, insurance coverage for air and rail travel also extends to the use of public transport on the direct journey to the airport or train station (immediately before the planned departure), or on the direct journey from the airport or train station (immediately after arrival of the aircraft or train). "Common Carrier" includes solely the following forms of conveyance licensed for the transportation of passengers for hire and, with the exception of taxis, regularly scheduled land, water, or air conveyance: rail vehicles and cable railways, buses (also electrically powered), ships, aircraft licensed for civil aviation, and taxis.

The above notwithstanding, the following do not constitute Common Carriers:

- Rail vehicles in amusement parks or similar facilities,
- Ski lifts,
- Buses and aircraft that provide transportation services in conjunction with tours/sightseeing flights (the place of departure is the same as the destination),
- Aircraft where the owner or lessee is the Cardholder,

- Rented (charter) aircraft (not regularly scheduled aircrafts),
  - Other means of transportation insofar as these are used predominantly for residential purposes, in particular cruise ships, mobile homes, recreational vehicles, and houseboats.
- 2.1.2 "Travel" means all components of travel and individual travel services that are used in chronological and geographical coordination with one another. Travel is commenced as a whole upon use of the first service component and ends with use of the last service component.
- 2.1.3 A prerequisite for the insurance coverage described below is that the business trip has been booked via the Lodge Card on file with the travel agency and the card account in Germany is debited with these costs.
- 2.2 In the event of disability or death, the Insurer provides coverage to the Cardholder according to the following terms insofar as the disability or death
- is suffered by the Cardholder while he or she is an overnight guest staying at a hotel during a business trip or official travel, and
  - is the result of an Accident within the meaning of Section 5 during the stay at the hotel.
- 2.2.1 Coverage extends exclusively to Business and Official Travel; "Business and Official Travel" means travel undertaken to perform official business away from the usual place of business and which is eligible for reimbursement according to the respective travel expense policy.
- 2.3 Coverage is provided worldwide.

### Section 3 Time Limitations on Coverage

Coverage begins as of the date of validity of the Lodge Card and is provided for Accidents that occur during the respective Policy Period within the Period of Insurance. For coverage to be effective, there must be a valid contract between Degussa Bank and the Cardholder, and the Lodge Card must be activated by Degussa Bank. The Policy Period is the calendar year. In the event that the validity of the Lodge Card begins while a calendar year is underway, the first Policy Period will be shorter than one calendar year. The Period of Insurance is the period beginning with the first and ending with the last of the Policy Periods that continue one after another without interruption. The Period of Insurance ends

- upon the expiration of the Lodge Card's period of validity insofar as the stipulated fees for the Lodge Card including the renewal period have been paid, or
  - at the end of the term of the insurance contract between Degussa Bank and the Insurer,
- whichever is earlier. In the case of b), it is the responsibility of Degussa Bank to inform the Cardholder about the subsequent insurer.

### Section 4 Insurance Benefits and Amounts

4.1 The Insurer provides coverage to the Cardholder for Accidents pursuant to Section 2, Paragraph 2.1 and Section 2 Paragraph 2.2 as follows:

- € 400,000 in the event of disability pursuant to Section 2, Paragraph 2.1 during travel on a Common
- €400,000 in the event of a fatality pursuant to Section 2, Paragraph 2.1 during travel on a Common
- €110 daily hospitalization benefit while staying at a (trauma center or) hospital, not including recuperation benefit, for Accidents occurring abroad
- €600,000 in the event of total disability (100%)
- €55,000 for rescue costs
- €11,000 for cosmetic surgical procedures

If several Insured Persons are killed or injured as the result of one Accident, the maximum benefit payable by the Insurer is limited to €5,200,000 for death or disability. Where this amount is exceeded, the insurance benefits payable to all Insured Persons involved in the Accident will be reduced proportionately.

4.2 Disability exists where the Cardholder's physical or mental performance is permanently impaired due to the Accident. Impairment is permanent

when it will presumably exist for longer than three years and no change in condition can be expected.

The disability must

- a) have occurred within one year of the Accident, and
- b) be attested to in writing by a physician and reported by the Cardholder – to the Insurer as a claim within fifteen months of the Accident.

There is no right to receive the disability benefit in the event the Cardholder dies as a result of the Accident within one year of the Accident.

- 4.3 Where the Cardholder or the Additionally Insured Family Member has suffered an Accident or an Accident was imminent for this person or an Accident was to be presumed considering the specific circumstances, the Insurer reimburses the incurred expenses required for his or her rescue or recovery or for the search. Similarly, such costs will also be reimbursed where a third party (e.g. another insurer) is not under an obligation to make payment, contests its obligation to make payment, or has made payment but this was not sufficient to cover the costs.

The following will be reimbursed:

- The costs of search, rescue, or recovery efforts by rescue services operated by public or private entities insofar as fees are normally charged for such,
- Charges incurred for medically necessary transport of the injured person to the hospital or trauma clinic,
- The additional expense for the return of the injured person to his or her place of residence insofar as the additional costs are attributable to medical instructions or were unavoidable considering the nature of the injury,
- In the event of an Accident abroad, the additional costs for minor children and the partner traveling with the Insured Person for accommodations or to return home,
- In the event of a fatality resulting from the Accident, the costs of repatriation to the last permanent place of residence,
- In the event of a fatality resulting from an Accident abroad, costs for burial abroad as an alternative to repatriation to the place of residence.

The total amount of the benefit is limited to a maximum of €55,000.00 per Accident for documented expenses.

- 4.4 The costs for cosmetic surgical procedures will be paid for insofar as the Cardholder has undergone a cosmetic surgical procedure following an Accident covered by the policy.

“Cosmetic Surgical Procedures” means medical treatment aimed at correcting any permanent physical impairment suffered by the Insured Person as the result of the Accident, which is carried out following medical care. The Cosmetic Surgical Procedure must take place within three years of the Accident; in the case of Accidents involving minor children, no later than by their 21<sup>st</sup> birthday.

Similarly, such costs will also be reimbursed where a third party (e.g. another insurer) is not under an obligation to make payment, contests its obligation to make payment, or has made payment but this was not sufficient to cover the costs.

The Insurer provides reimbursement for:

- Documented doctor bills;
- Medicines, bandages and dressings, and other remedies prescribed by a doctor;
- Other surgical expense;
- Expenses required for room and board in the hospital;
- Charges incurred for dental treatment and dental prosthetics due to the loss or partial loss of incisors or canine teeth as a result of the Accident.

The total amount of the benefit is limited to a maximum of €11,000.00 per Accident for documented expenses.

- 4.5 All of the amounts of coverage specified above constitute the maximum benefit payable for each individual Insured Person irrespective of whether coverage exists via one or more Lodge Cards or credit cards from Degussa Bank.

## Section 5 Definition of Accident

- 5.1 “Accident” means a sudden event attributable to an external cause resulting in unintended bodily injury to the Cardholder.
- 5.2 An Accident is also considered to have occurred when, as a consequence of increased physical exertion to limbs or the spine,
  - a) a joint is dislocated, or
  - b) muscles, tendons, ligaments, or (joint) capsules are strained or torn.

## Section 6 Coverage Limitations in the Event of Illness or Infirmary

The Insurer provides accident-related benefits. Where illness or infirmity has contributed to the adverse effect on health caused by an Accident or the after-effects of such,

- a) in the event of disability, the percentage of the degree of disability will be reduced
- b) in the event of a fatality and, insofar as nothing to the contrary is stipulated, in all other situations, the benefit will be reduced in accordance with the percent attributable to the illness or infirmity.

However, where the contributory percentage is less than 25 %, the reduction will not be imposed.

## Section 7 Nature and Amount of Benefits

### 7.1 Disability

7.1.1 The disability benefit will be paid out as lump sum.

7.1.2 The basis for the calculation of the benefit is the amount of coverage and the degree of the disability resulting from the Accident.

7.1.3 In the event of the loss of the following parts of the body and sensory organs or total loss of their functionality, the following degrees of disability apply to the exclusion of all others:

- a) Arm, 70 %
- b) Arm to the upper part of the elbow joint, 65 %
- c) Arm below the elbow joint, 60 %
- d) Hand, 50 %
- e) Thumb, 20 %
- f) Index finger, 10 % (thumb and index finger together, 50 %)
- g) Other finger, 5 %
- h) Leg above the middle of the thigh, 70 %
- i) Leg up to the middle of the thigh, 60 %
- j) Leg below the knee, 50 %
- k) Leg up to the middle of the lower leg, 45 %
- l) Foot, 50 %
- m) Big toe, 5 %
- n) Other toe, 2 %
- o) Eye, 50 %
- p) Hearing in one ear, 30 %; total loss of hearing, 100 %
- q) Total loss of speech, 100 %
- r) Sense of smell, 10 %
- s) Sense of taste, 5 %

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

7.1.4 With respect to other parts of the body and sensory organs, the degree of disability is assessed according to the extent to which normal physical or mental performance is impaired overall. Solely medical aspects will be taken into consideration for this assessment.

7.1.5 Where relevant parts of the body or sensory organs or their functions had previously been permanently impaired prior to the Accident, the degree of disability will be reduced by the previous disability. This is to be assessed pursuant to Section 7 Paragraphs 7.1.3 and 7.1.4.

7.1.6 Where several parts of the body or sensory organs are impaired due to the Accident, they will be combined into the degree of disability determined

according to the terms above. Nevertheless, a figure higher than 100 % will not be considered.

#### 7.1.7 In the event the Cardholder dies

- a) due to a reason unrelated to the Accident within one year of the Accident, or
- b) more than one year after the Accident, regardless of the cause, and a right to receive a disability benefit had accrued, the Insurer will pay the benefit according to the degree of disability that would have been anticipated on the basis of the medical findings.

#### 7.1.8 For policies that do not include a progressive disability benefit table or other terms stipulating supplemental benefits, the following provisions apply:

The Insurer will pay a disability benefit that is increased by 50 % when the following conditions have been met:

- The degree of disability is determined pursuant to Section 7, and
- The Accident occurs before the Insured Person reaches his or her 65<sup>th</sup> birthday, and
- The Accident results in a degree of disability of at least 100 %.

The supplemental benefit is limited to a maximum of €200,000.00 for each Insured Person.

#### 7.2 Fatality

##### 7.2.1 A fatality exists when the Cardholder has died as the result of the Accident within one year. Please be sure to review the special duties set out in Section 10 Paragraph 10.5.

##### 7.2.2 The death benefit is paid in the amount of the stipulated amount of coverage.

### Section 8 When Benefits Become Payable

#### 8.1 The Insurer must state within one month – in the event of a disability claim within three months – in print form whether and to what extent it accepts a claim. The periods begin upon receipt of the following documentation:

- a) Proof of the circumstances of the Accident and its effects,
- b) Additionally, in the event of a disability claim, proof of completion of treatment insofar as this is required to evaluate the disability.

The Insurer will pay the medical fees forming the basis of the benefit claim that are incurred by the Cardholder. The Insurer will not pay for other expenses.

#### 8.2 Where the Insurer has accepted the claim or has come to an agreement with the Cardholder regarding the merits and amount, the Insurer shall pay within two weeks.

#### 8.3 Where initially only the merits of the claim for benefits have been settled, upon request the Insurer shall provide reasonable advances to the Cardholder.

Prior to the completion of treatment, a disability benefit can be claimed within one year of the Accident up to the maximum amount of coverage only in the event of a fatality.

#### 8.4 The Cardholder and the Insurer are entitled to have the degree of disability medically reevaluated yearly for up to three years following the Accident. This right

- a) must be exercised by the Cardholder and the Insurer together at the time of the Insurer's statement regarding the obligation to pay the benefit, or
- b) must be exercised by the Cardholder prior to the expiration of the deadline.

Where the final evaluation indicates a higher disability benefit than the Insurer has already paid, the additional sum is to bear interest at 1 % annually.

### Section 9 Exclusions

#### 9.1 No coverage is provided for the following Accidents:

##### 9.1.1 Accidents sustained by the Cardholder due to mental disorders or lapses in consciousness, also where such are due to intoxication, or due to strokes,

epileptic seizures, or other attacks that affect the entire body. However, coverage is provided where such disorders or attacks are caused by an Accident covered under this policy.

##### 9.1.2 Accidents in which the Cardholder becomes involved because this person intentionally commits or attempts to commit an offense.

##### 9.1.3 Accidents that are directly or indirectly caused by events of war or civil war. However, coverage is provided where the Cardholder traveling abroad is unexpectedly affected by events of war or civil war.

This coverage expires at the end of the seventh day following the start of a war or civil war in the national territory in which the Cardholder is staying.

The extension pursuant to Section 9 Paragraph 9.1.3 sentence 2 does not apply to travel in or through countries in whose territory a state of war or civil war already exists. It also does not apply to active participation in war or civil war or for Accidents resulting from nuclear, biological or chemical weapons or in connection with a war or war-like situation between the countries of China, Germany, France, Great Britain, Japan, Russia, or the USA.

##### 9.1.4 Accidents in which the Cardholder becomes involved

- a) as an aircraft operator (also as the operator of sport aircraft) insofar as a license is required for such pursuant to German law, or as any other crew member of an aircraft;
- b) when performing a professional occupation requiring the aid of an aircraft;
- c) when using spacecraft.

##### 9.1.5 Accidents in which the Cardholder becomes involved due to his or her participation as the driver, front seat or other passenger of a motor vehicle in organized driving events, including the associated practice runs, where the objective is to achieve maximum speeds.

##### 9.1.6 Accidents that are directly or indirectly caused by nuclear energy.

#### 9.2 The following impairments are also excluded:

##### 9.2.1 Vertebral disc injuries, bleeding from the internal organs, and cerebral hemorrhaging. However, coverage is provided where the predominant cause is an Accident covered under this policy pursuant to Section 5, Paragraph 5.1.

##### 9.2.2 Harm to health caused by radiation.

##### 9.2.3 Harm to health caused by treatments or surgery performed on the body of the Cardholder. However, coverage is provided where the treatments or surgery, including those involving radiology and nuclear diagnostic imaging or those for therapeutic purposes, were necessitated due to an Accident covered under this policy.

#### 9.2.4 Infections

##### 9.2.4.1 These are also excluded if they

- a) were caused by stings or bites from insects, or
- b) were caused by other minor injuries to the skin or mucosa, via which the pathogens found their way into the body immediately or at a later point.

##### 9.2.4.2 However, coverage is provided for

- a) rabies and tetanus, as well as for
- b) infections where the pathogens found their way into the body via Accident injuries not excluded pursuant to Section 9, Paragraph 9.2.4.1.

##### 9.2.4.3 With respect to infections caused by treatments or surgery, Section 9, Paragraph 9.2.3 sentence 2 applies analogously.

##### 9.2.5 Poisoning as the result of the oral ingestion of solid or liquid substances.

##### 9.2.6 Pathological disorders resulting from psychological responses, even where these were caused by an Accident.

##### 9.2.7 Hiatal or abdominal hernia. However, coverage is provided where such have come about due to the effect of physical force from an external source covered under this policy.

**Section 10 Duties**

- 10.1 After an Accident that is likely to result in a benefit being payable, the Cardholder must immediately consult a doctor, follow the doctor's instructions, and inform the Insurer.
- 10.2 The Cardholder must truthfully fill out the Accident report sent by the Insurer and return this to the Insurer promptly; furthermore, the relevant information requested by the Insurer is to be provided in the same manner.
- 10.3 If physicians are appointed by the Insurer, the Cardholder must allow him/herself to be examined by these. The Insurer is responsible for the necessary expenses including any resulting loss of income.
- 10.4 The Cardholder must authorize the physicians that treated or examined this person, even for other reasons, to release all required information to other insurers, insurance carriers, and government agencies.
- 10.5 If the Accident results in the death of the Cardholder, this is to be reported to the Insurer within 48 hours even in the event the Accident had already been reported to the Insurer. As necessary, the right to have an autopsy performed by a medical examiner appointed by the Insurer is to be secured for the Insurer.

**Section 11 Consequences of Failing to Comply with Duties**

In the event of an intentional breach of a duty stipulated by contract or by law by the Cardholder, the legal consequence of which is not stipulated by law, the Insurer is not liable for benefits. Where the breach of duty is committed through gross negligence, the Insurer is entitled to reduce payments commensurate with the severity of the fault pursuant to Section 1 on the part of Cardholder. In the event the Cardholder proves that he or she did not commit the breach of duty through gross negligence, coverage remains in force without limitation. Where a breach of the duty to provide information or explanation existing subsequent to the Accident has been committed, in order for coverage to not be provided in whole or in part, the Insurer must have advised the Cardholder of these legal consequences in a separate notice in print form.

The Insurer is also liable under the policy insofar as the breach of the duty is neither causally connected with the Accident or its assessment, nor causally connected with the establishment or the extent of the Insurer's liability under the policy. This does not apply where the Cardholder has committed the breach of duty with intent to defraud.

**Section 12 Other Insurance**

Insofar as benefits available under this policy are also provided under another policy, coverage under this policy is provided only in excess of that provided under the other policy.

**Section 13 Beneficiary, Asserting Rights**

The rights under this policy inure to the Cardholder, and in the event of death, his/her heirs. All rights to unilaterally alter the contract and other rights involving entering into, amending, or terminating this insurance policy remain with Degussa Bank. The Cardholder may also assert their rights vis-à-vis the Insurer both in and out of court without approval from Degussa Bank, even where they are not in possession of the insurance policy itself.

**Section 14 Assignment and Offsetting with Counterclaims**

Without the express consent of the Insurer, claims arising under this policy may not be assigned or pledged as security prior to their final assessment by the Insurer or a court of law. Solely the Cardholder is entitled to claim insurance benefits. The Insurer may not offset claims made by the Cardholder with accounts payable to the card issuer. Section 35 of the Insurance Policies Act (VVG) is deemed superseded in this regard.

**Section 15 Reports, Declarations of Intent**

All reports and notices intended for the Insurer are to be submitted in print form to

Degussa Bank  
c/o Chubb European Group SE  
Lurgiallee 12  
60439 Frankfurt am Main

Phone: + 49 (0) 69 / 3600 - 2343

**Section 16 Governing Law, Jurisdiction**

Any and all disputes concerning this policy and its validity are to be decided exclusively in accordance with the law of the Federal Republic of Germany.

The courts of Düsseldorf shall have jurisdiction with regard to all claims arising under this policy. The court within whose district the Cardholder has his or her place of residence at the time suit is filed, in the absence of such, his or her usual place of abode, shall also have territorial jurisdiction.

## General Terms and Conditions of the Liability Insurance for Private Individuals Abroad with the Lodge Card

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### Section 1 Insured, Insurer, Policyholder

Each person who books their business trip using the Lodge Card or in whose name the ticket was issued is insured (hereinafter referred to as the "Insured Person").

"Insurer" means Chubb European Group SE (hereinafter referred to as "Insurer"). "Policyholder" means Degussa Bank AG (hereinafter referred to as "Degussa Bank"). The insurance cover is independent of the use of the card.

### Section 2 Insuring Clauses, Claims

- 2.1 Coverage is provided – pursuant to the provisions of the General Terms and Conditions of the Liability Insurance (AHB), the Special Terms as set out below, and the descriptions of risk, and diverging from Section 7.9 of the Standard Policy Terms for Liability – for the statutory liability of the Cardholder as a private individual arising from losses occurring abroad. Coverage is provided solely for temporary stays.
- 2.2 No coverage is provided for the liability of the owner, possessor, holder, driver, operator or pilot of a motor vehicle, aircraft, or watercraft for losses caused by the use of the vehicle or craft.
- 2.3.1 However, coverage is provided for liability for losses caused by the use of
- model aircraft, unmanned balloons, and kites
    - that are powered by neither motors nor fuel,
    - the flying weight of which does not exceed 5kg,
    - for which there is no requirement to obtain insurance;
  - sport watercraft, with the exception of personally owned sailboats and sport watercraft with motors – including auxiliary or outboard motors – or propellants.
- 2.4 The Insurer pays claims in euros. Where the location of payment is not within a member state of the European currency union, the Insurer's obligations are deemed satisfied at the point in time at which the sum in euros is remitted from a financial institution in the European currency union. The maximum limit of liability for claims is €1,050,000 per loss, all-inclusive for bodily injuries and/or property damage. The aggregate limit for all claims during a Policy Period is twice this limit of liability.
- 2.5 Diverging from Section 7.6 of the General Terms and Conditions of the Liability Insurance, statutory liability arising from damage to residential property and other rooms rented for personal use is covered. Liability claims arising from the following are excluded:

- wear and tear, deterioration, and excessive use,
- damage to heating systems, machinery, boilers, and water heating equipment as well as electrical and gas appliances,
- glass damage insofar as the Policyholder is able to specifically insure against such;

those claims for recovery falling under the subrogation waiver pursuant to the Fire Insurers' Agreement on the Waiver of Subrogation for Losses Due to the Spread of Fire. (Abkommen der Feuerversicherer über einen Regressverzicht bei übergreifenden Feuerschäden).

The maximum limit of liability per loss is €50,000.00. The aggregate limit for all claims during a Policy Period is twice this limit of liability.

### Section 3 Supplemental Terms, Professional Liability Insurance

- 3.1 This policy provides coverage for the statutory liability arising from financial losses within the meaning of item Section 2 of the General Terms and Conditions of the Liability Insurance (AHB) due to losses occurring while the policy is in effect.
- 3.2 Liability claims arising from the following are excluded:
- Losses sustained due to items manufactured or supplied by the Policyholder or work performed by the Policyholder (or manufactured, supplied, or performed on behalf of or for the benefit of the Policyholder by third parties);
  - Losses due to continuous emissions (e.g. sounds, odors, vibrations);
  - Work involving planning, consultation, supervision of construction or installation, auditing, or providing expert reports;
  - Activities associated with monetary, lending, insurance, property, leasing, or similar financial transactions, arising from payment processes of any type, from cash accounting, and from breach of fiduciary duty and embezzlement;
  - Infringement of industrial property rights and copyrights;
  - failure to meet deadlines, scheduled completion dates, preliminary calculations, and estimates;
  - Advice, recommendations, or referrals to financially affiliated companies;
  - Activities associated with data processing, streamlining and automating, issuing information, translation, the arrangement and organization of travel;
  - Deliberate deviation from statutory or governmental regulations, from instructions or stipulations from the client, or other intentional breach of duty;
  - Disappearance of property, including but not limited to money, securities, and valuables.
- 3.3 The maximum limit of liability per loss is €50,000.00. The aggregate limit for all claims during a Policy Period is twice this limit of liability.

### Section 4 Risks Not Covered

- 4.1 Those activities not expressly stated in the application for insurance or which pursuant to special terms or risk descriptions are not covered without a special premium are excluded from coverage and must be insured separately; this includes in particular liability arising from the following:
- Activities that are neither characteristic of the insured risk nor can be otherwise attributed to it;
  - Providing self-propelled machinery or motor vehicles to persons not affiliated with the company;
  - Manufacturing, processing, or transporting explosives, or liability arising from their storage for wholesale purposes and from arranging or setting off fireworks;
  - Possessing or operating rail cars for the conveyance of persons or property.
- 4.2 Large motor vehicle and watercraft clause
- Liability based on losses caused by the Policyholder or a person appointed or assigned by him or her arising from the use of a motor vehicle or trailer is not covered.
  - Liability based on losses caused by the Policyholder or a person appointed

or assigned by him or her arising from the use of a watercraft, or for which claims are made against him or her as the owner or possessor of watercraft is not covered.

4.2.3 Where no coverage is provided for an Insured pursuant to these terms, this shall also apply to all other Insured Persons.

4.2.4 An activity undertaken by persons named in Section 4 paragraphs 4.2.1 and 4.2.2 on a motor vehicle, trailer, or watercraft is not equivalent to use within the meaning of this clause, provided none of these persons is the owner or possessor of the vehicle or craft and this is not put into operation as part of the process.

4.3 Large aircraft clause

4.3.1 Liability based on losses caused by the Policyholder or a person appointed or assigned by him or her arising from the use of an aircraft, or for which claims are made against him or her as the owner or possessor of an aircraft.

4.3.2 Where no coverage is provided for an Insured pursuant to these terms, this shall also apply to all other Insured's.

4.3.3 No coverage is provided for liability arising from the following:

- a) The planning or construction, manufacture, or delivery of aircraft or parts for aircraft insofar as the parts were obviously intended for the construction of aircraft or installation in aircraft.
- b) Activities undertaken on aircraft or aircraft parts (e.g. assembly, maintenance, inspection, overhauling, repairs, transport), especially with respect to losses sustained by aircraft, property and passengers conveyed by aircraft, and other losses caused by aircraft.

4.4 Liability arising from the handling of flammable and explosive substances in contravention of regulations is not insured.

### Section 5 Insurer's Liability Under the Policy

5.1 Coverage is extended abroad. The Federal Republic of Germany and the countries in which the Cardholder maintains a permanent place of residence are not considered to be "abroad".

5.2 For Cardholders with a permanent place of residence within the EU, Section 5 Paragraph 5.1 notwithstanding, coverage is also provided in the Federal Republic of Germany. In such case, no coverage is provided in the country in which the Cardholder has his or her permanent place of residence.

5.3 Coverage is provided only in excess of any other existing liability insurance policies; where insurance coverage exists for the same risk under another policy, the other policy takes precedence over this one. If the insured person reports the claim to the insurer, the insurer will make advance payment in this respect.

### Section 6 Time Limitations on Coverage

Coverage begins as of the date of validity of the Lodge Card and is provided for incidents that occur during the respective Policy Period within the Period of Insurance. For coverage to be effective, there must be a valid contract between Degussa Bank and the Cardholder, and the Lodge Card must be activated by the financial institution. The Policy Period is the calendar year. In the event that the validity of the Lodge Card begins while a calendar year is underway, the first Policy Period will be shorter than one calendar year.

The Period of Insurance is the period beginning with the first and ending with the last of the Policy Periods that continue one after another without interruption. The Period of Insurance ends with the expiration of the period of validity of the Lodge Card provided the stipulated fees for the Lodge Card including the renewal period have been paid, or at the end of the term of the insurance contract between Degussa Bank and the Insurer, whichever is earlier. In such case it is the responsibility of Degussa Bank to inform the Cardholder on the discontinuation of insurance cover and the follow-up insurer on insurance cover.

### Section 7 Exclusion of Losses Due to Acts of Terrorism

No coverage is provided for losses caused directly or indirectly by Acts of Terrorism. "Acts of Terrorism" are any actions by persons and groups of persons aimed

at achieving political, religious, ethnic, or ideological goals that are capable of spreading fear and terror among the population, thereby influencing a government or governmental establishment.

### Section 8 Duties

8.1 Upon request by the Insurer, the Cardholder must provide all information required to assess the claim or the Insurer's liability under the policy and the extent of such. Additionally, upon request, proof of the beginning and end dates of any given stay abroad are to be provided to the Insurer.

8.2 The Cardholder must submit all receipts no later than by the end of the third month following the end of travel.

8.3 Reimbursement can only be provided for expense receipts where these are submitted directly to the Insurer together with the number of the Lodge Card. The Insurer is only liable to pay claims when original copies of the documentation it requests are submitted; these then becomes the property of the Insurer.

8.4 Expenses incurred in foreign currencies are converted into euros according to the exchange rate for the date on which the receipts are received by the Insurer. The official euro exchange rate from the European Central Bank will be applied as the exchange rate for the day. For currencies not traded and for which no reference exchange rate is set, the rate applied will be that from the "Exchange Rate Statistics" publications by the German Central Bank, Frankfurt am Main, according to the most recent version, except where it is proven through bank records that the currencies required for payment of the bills were acquired at a less favorable rate.

### Section 9 Breaches of Duty

In the event of an intentional breach of a duty stipulated by contract or by law by the Cardholder the legal consequence of which is not stipulated by law, the Insurer is not liable for payment of claims. Where the breach of duty is committed through gross negligence, the Insurer is entitled to reduce payments commensurate with the severity of the fault on the part of the Cardholder. In the event the Cardholder proves that he or she did not commit the breach of duty through gross negligence, coverage remains in force without limitation. Where a breach of the duty to provide information or explanation existing subsequent to the incident has been committed, in order for coverage to not be provided in whole or in part, the Insurer must have advised the Cardholder of this legal consequence in a separate notice in print form.

The Insurer is also liable under the policy insofar as the breach of the duty is neither causally connected with the incident or its assessment, nor causally connected with the establishment or the extent of the Insurer's liability under the policy. This does not apply where the Cardholder has committed the breach of duty with intent to defraud.

### Section 10 Claims Against Third Parties

10.1 Irrespective of the statutory transfer of claims as set out in Section 86 of the Insurance Policies Act (VVG), in the event the Cardholder is entitled to claims for damages against third parties, the claims must be assigned in writing to the Insurer up to the amount for which the Insurer provides indemnification under the policy (reimbursement of costs as well as non-cash benefits and services).

10.2 The Cardholder must preserve the damages claim or a right serving to secure this claim while following the applicable rules on form and time limits, and must cooperate as required while the claim is pursued by the Insurer.

10.3 In the event the Cardholder is entitled to repayment of remuneration lacking legal justification paid out to a party that performed services, for which the Insurer provided reimbursement payments under the policy, Section 10 Paragraphs 10.1 and 10.2 are to be applied analogously.

### Section 11 Beneficiary, Asserting Rights

The rights under this policy inure to the Cardholder and in the event of death, their heirs. All rights to unilaterally alter the contract and other rights involving entering into, amending, or terminating this insurance policy remain with Degussa Bank.

The Cardholder may also assert his or her rights vis-à-vis the Insurer both in and out of court without approval from Degussa Bank, even where they are not in possession of the insurance policy itself.

#### **Section 12 Claim Payment**

Once the grounds for and the amount of the Insurer's liability under the policy have been established, the claim must be paid within two weeks.

One month after report of the loss, a demand can be made that the minimum amount payable considering the facts of the situation be paid out as an installment. The Insurer is entitled to effect payment to the party providing proper documentation, with such payment discharging its obligations under the policy.

#### **Section 13 Assignment and Offsetting with Counterclaims**

Without the express consent of the Insurer, claims arising under this policy may not be assigned or pledged as security prior to their final assessment by the Insurer or a court of law.

Solely the Cardholder is entitled to claim insurance benefits. The Insurer may not offset claims made by the Cardholder with accounts payable to the card issuer. Section 35 of the Insurance Policies Act (VVG) is deemed superseded in this regard.

#### **Section 14 Reports, Declarations of Intent**

All reports and notices intended for the Insurer are to be submitted in print form to

Degussa Bank  
c/o Chubb European Group SE  
Lurgiallee 12  
60439 Frankfurt am Main

Phone: + 49 (0) 69 / 3600 - 2343

#### **Section 15 Governing Law, Jurisdiction**

Any and all disputes concerning this policy and its validity are to be decided exclusively in accordance with the law of the Federal Republic of Germany.

The courts of Düsseldorf shall have jurisdiction with regard to all claims arising under this policy. The court within whose district the Cardholder has his or her place of residence at the time suit is filed, in the absence of such, his or her usual place of abode, shall also have territorial jurisdiction.



## Data protection notice

We use the personal data that you provide to us for issuing and administering this insurance, including processing any claims that arise from it.

This information may include basic contact information, such as your name, address and policy number, and may also include more detailed information about you (such as your age, health status, information about your assets and previous claims), if this information is relevant to the risk insured by us, the benefits we provide or a claim you have made.

We are part of a global group and may therefore transfer your personal data to our group companies in other countries in certain circumstances if this is necessary for the insurance coverage provided under the policy or for data storage purposes. We also use a number of reliable service providers who have access to your personal data, subject to our procedures and monitoring.

You have a range of rights in connection with your personal data, including the right to information and, under certain circumstances, the right to deletion.

This section provides a brief explanation of how we use your personal data. You can find more information in the unabridged version of our data protection policy at:

<https://www2.chubb.com/de-en/data-protection/data-protection.aspx>  
which you should definitely read. You can also request a copy of our data protection policy at any time by emailing us at [dataprotectionoffice.europe@chubb.com](mailto:dataprotectionoffice.europe@chubb.com).

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