Translation of the German version for convenience purposes only. In the event of any inconsistency between the German version and the English version, the German version shall prevail.

DSV Insurance Cover

Winter sports equipment, accident, liability, health, and legal protection insurance cover, plus optional add-ons, including professional ski instructor, luggage, travel cancellation, and mountain rail ticket insurance cover, as well as the 4-Seasons Combi

Confirmation of cover

We, the insurance partners of Freunde des Skisports e.V. im Deutschen Skiverband e.V. (DSV aktiv), hereby confirm insurance cover as part of your existing group insurance policy with DSV aktiv, the terms of which are printed in this insurance cover information sheet. The group insurance contract is fully subject to German law. The insurance package included in your membership (DSV BASIC, DSV CLASSIC or DSV CLASSIC PLUS) and any supplementary options that have been taken out, are set out in your confirmation of membership and insurance cover.

1. **DSV Accident Insurance Cover** 2. **DSV General Liability Insurance Cover** 3. **DSV Winter Sports Equipment Insurance Cover** 4. **DSV Baggage Insurance Cover**	ARAG Allgemeine Versicherungs-AG ARAG Platz 1, 40472 Düsseldorf	Supervisory Board Chairman: Dr Renko Dirksen Managing Board: Christian Vogée (Speaker), Uwe Grünewald, Zouhair Haddou-Temsamani, Katrin Unterberg Head Office: Düsseldorf, Companies Register: HRB 10418 VAT No. DE 811125216
5. **DSV Health Insurance**	EUROPA Versicherung AG Piusstraße 137, 50931 Köln	Supervisory Board Chairman: Peter Slawik Managing Board: Dr. Gerhard Schmitz (Chairman), Dr. Marcus Kremer, Marcus Lauer, Dr. Thomas Niemöller, Alf N. Schlegel, Jürgen Wörner Company Head Office: Cologne Companies Register: Cologne District Court Companies Register HRB B 7474, VAT No. DE 124906368
6. **DSV Legal Expenses Insurance Cover**	ARAG SE ARAG Platz 1, 40472 Düsseldorf	Supervisory Board Chairman: Dr. Dr. h. c. Paul-Otto Faßbender Managing Board: Dr. Renko Dirksen (Chairman), Dr. Matthias Maslaton, Wolfgang Mathmann, Dr. Shiva Meyer, Hanno Petersen, Dr. Joerg Schwarze Head Office and Registry Court: Düsseldorf, Companies Register HRB 66846, VAT No. DE 119355995

A. General DSV Insurance Cover Terms and Conditions (ARAG Allgemeine, EUROPA Versicherung AG, ARAG SE)

I. Scope

1. Winter sports	DSV BASIC	DSV CLASSIC	DSV CLASSIC PLUS
1.1 Covers the direct pursuit of winter sports, including during rest breaks in the resort where pursuing the respective sport.	Yes	Yes	Yes
1.2 Covers stays at winter sports resorts directly associated with the winter sport outside the place of stay of the insured which are visited for the purpose of pursuing a winter sport.	No	Yes	Yes
1.3 Also covers claims relating to the direct pursuit of water skiing, skiing on artificial slopes, grass skiing and roller skiing. Water skis are not covered under winter sports equipment insurance cover.	No	Yes	Yes
Claims relating to bobsledding (not skibobbing) and luge tobogganing are not covered.			
2. Journey risk			
Cover commences upon leaving home or place of work for the purpose of travelling to a winter sports resort, winter sports area or holiday destination (see 3) and ends on return home.	No	Yes	Yes
3. Holiday trips			
Holiday trips up to 56 days involving a period of absence from home of at least 24 hours are also covered. Business trips (including training and further training) are not covered.	No	Yes	Yes

II. Beginning and end of insurance cover

Unless otherwise stipulated in Section B below, the following applies:
The insurance cover begins immediately upon joining DSV aktiv or immediately after selecting the insurance cover. If you have selected the insurance cover directly in connection with joining DSV aktiv, the insurance cover shall initially be valid for one year after joining DSV aktiv in accordance with the duration of your membership.
If you have selected insurance cover in the course of an ongoing membership year, the insurance cover will initially be valid until the end of the corresponding membership year. In this case, you will only be charged a pro rata premium for the insurance cover.
In both cases, the insurance cover will be reniewed together with your membership after the end of the membership year by a further membership year if you do not object to the extension with a notice period of three months to the end of the respective membership year.
In the case of family membership with benefits for children, in addition to the member, the member's spouse or named civil partner and named children entitled to maintenance are also insured. Cover for co-insured children will apply until the respective child reaches the age of 18. They can then continue to be insured under a partner membership arrangement.

III. Supplementary Insurance Cover

Subject to a specific request, the insurance cover also extends to the following supplementary modules:
1. DSV professional ski instructor insurance cover (in addition to the requested DSV CLASSIC or DSV CLASSIC PLUS insurance packages);
2. DSV luggage insurance cover;
3. DSV 4-Seasons Combi (in addition to the requested DSV CLASSIC or DSV CLASSIC PLUS insurance packages);
4. DSV travel cancellation insurance cover;
5. DSV mountain railway ticket insurance cover.

The scope of cover is described in the following section C. Special Terms and Conditions of Supplementary Insurance Options.

IV. Exercising a profession/Ski instruction

The insured will not be covered for the exercising of a profession or an activity in return for payment or for journeys to and from a place of work, even if the profession is carried out on behalf of or in the interests of DSV, unless the risk is covered under a separate DSV Professional Ski Instructor insurance cover.

V. Scope

Cover will apply worldwide in respect of an insured person whose permanent place of residence is in Europe.
Cover will only apply within Europe in the case of insured persons who have their permanent place of residence outside Europe. Permanent place indicates the main place of residence. Any secondary residence is not treated as the main residence for the purposes of these provisions.

VI. Changes to policy/benefits

If insurance benefits or premiums for existing DSV policies change at the start of an insurance year, these will be deemed accepted if the respective policy is not terminated and premiums due after notification of changes are paid. DSV aktiv will allow termination of membership alongside the cancellation of the DSV insurance cover.

B. Special Terms and Conditions of DSV Insurance Cover (DSV BASIC, DSV CLASSIC, DSV CLASSIC PLUS)

I. DSV Winter Sports Equipment Insurance Cover (ARAG Allgemeine)

§ 1 Scope

	DSV BASIC	DSV CLASSIC	DSV CLASSIC PLUS
1. The following items owned and used by the insured member are covered	Skis and snowboards with bindings and arresting devices, ski and snowboard boots, ski helmets, ski skins and ski poles up to € 250	Skis and snowboards with bindings and arresting devices, ski and snowboard boots, ski helmets, ski skins and ski poles up to € 350	Skis and snowboards with bindings and arresting devices, permanent ski fittings, poles, ski helmets, poles and skins, ski/snowboard boots, snow shoes, ski helmets, skibobs, grass skis, ski rollers, toboggans, skates, avalanche airbags, avalanche beeper
2. Skis/snowboards with bindings, which the insured member has hired (with a receipt) from a hire service (for example, ski school, specialists sports shop)	Yes, as well as all items referred to under 1.	Yes, as well as all items referred under 1.	Yes, as well as all items referred under 1.
3. Following **indemnifiable loss or damage** at a place of residence abroad the rental costs of winter sports equipment arising in each loss event will be covered (see clause 2 of Winter Sports Equipment Insurance Cover).	up to € 25	up to € 50	up to € 100

§ 2 Insured items

1. Cover whilst using winter sports equipment, including during rest breaks in the resort and whilst staying at a winter sports resort (also whilst travelling directly to and from a winter sports resort in the case of DSV CLASSIC and DSV CLASSIC PLUS) for
   a) sudden and violent breakage or damage
   b) loss or theft.
2. The insurer will only be liable for loss or theft if (and this can be proven)
   a) the damage occurred during the day between 6.00 and 22.00 (local time) or
   b) the winter sports equipment, which was not being used, was kept in a fixed location or locked vehicle at other times (between 22.00 and 6.00).

§ 3 What is not covered

1. The insurer will not pay for
   a) damages covered under a manufacturer's warranty (for example, manufacturing and material defects),
   b) damages due to wear and tear, normal use (for example, damages to coatings on skis, edges, side plates and surfaces as well as damages caused as a result of a loss of stress),
   c) if the insured object is left lying, standing or hanging, unless the insured object was left behind knowingly and inentionally,
   d) damages resulting from loss during transportation by a motor vehicle (except public transport),
   e) damages, which occur while snowboarding/ski jumping, ski acrobatics, ski racing and tobogganing, including practicing for each of these sports (guest races are not considered as racing) or ice hockey (see, however, clause 1 of Winter Sports Equipment Insurance cover),
   f) damages as a result of theft from the insured's place of residence, unless during use in a winter sports resort,
   g) damages which are caused deliberately or as a result of gross negligence,
   h) costs of hiring winter sports equipment unless covered as per clause 2 of Winter Sports Equipment Insurance Cover
2. The following risks are not covered
   a) war, civil commotion, warlike operations or internal unrest,
   b) nuclear power,
   c) confiscation, seizure or other official interventions.

§ 4 Indemnity

1. The insurer will pay
   a) the costs of repair up to the current value at the time of the claim, max. € 10,000, in the event of breakage or damage to winter sports equipment,
   b) the current value at the time of the claim, max. € 10,000, in the event of loss or theft of winter sports equipment max. € 10,000 for winter sports equipment and for
      - BASIC up to € 250 and
      - CLASSIC up to € 350 and
      - CLASSIC PLUS within the sum insured for the co-insured accessories.
2. Deductible
   After each loss event, an deductible of 20 % will apply to any further damages in the same insurance year and the two subsequent insurance years.
3. Unless proof is provided of a higher or lower value,
   the insured value will be 100 % in the year following the date of purchase,
   80 % in the second year following the date of purchase,
   60 % in the third year following the date of purchase,
   40 % in the fourth year following the date of purchase, and
   20 % of the original purchase price from the fifth year following the date of purchase, max. € 10,000 for winter sports equipment and for

- BASIC up to € 250 and
- CLASSIC up to € 350 and
- CLASSIC PLUS within the sum insured for the co-insured accessories.

§ 5 Obligations

1. The insured must send or attach evidence to notifications of claims, which establish the cause, nature and extent of damage or loss as well as the place and date on which the damage or loss occurred, original receipts (alternatively a duplicate invoice) showing the purchase price and date of purchase, or a substitute document (for example, certificate of guarantee) from which this information can also be obtained.
2. In the event of breakage or damage, confirmation from a specialist sports shop of the nature and extent of the damage and the cost of repair or the bill of repair costs is required.
3. In the event of theft, the competent police authorities at the place of loss must be notified immediately. Confirmation from the police authorities must be submitted or alternatively, the address provided of the police authorities to which the theft was reported.
4. If there is a deliberate breach of obligations arising from this policy, the insured will not be covered. In the event of a grossly negligent breach of obligation, the insurer will be entitled to reduce its payment commensurate with the severity of negligence on the part of the insured. In the event of a breach of an obligation to provide information or clarification after a claim has arisen, the full or partial discontinuation of insurance cover will require the insurer to have informed the insured of this legal consequence in a separate notification in form of a text. If the insured proves that he/she has not been grossly negligent in breaching obligations, insurance cover will remain in place. Cover will also continue if the insured proves that a breach of obligations was not the cause of either the occurrence or establishment of the claim or of the establishment or scope of the payment for which the insurer is responsible. This will not apply if the insured is in fraudulent breach of an obligation.

§ 6 Final provisions

1. The insurer will pay compensation no later than 2 weeks after a definitive decision has been reached. Theft will be deemed established one month after receipt of a notification of claim by the insurer. Payments of claims may be postponed until any police investigations have been completed.
2. a) If stolen items are returned, the insured must notify the insurer immediately and transfer his/her rights to the items to the insurer upon request. The insured must pay back any compensation received or make the respective items available to the insurer. Upon request by the insurer, the insured will have 2 weeks following the request to reach a decision; once this period has elapsed and no decision has been made, the right to choose passes to the insurer.
   b) Following an adjusted total write-off, rights to the respective items pass to the insurer and must be made available to the insurer on request.

Winter Sports Equipment Insurance Cover clauses

Clause 1: Notwithstanding Section 3 1 e), damages caused whilst participating in ski jumping, ski acrobatics or ski racing are also covered.
Clause 2: Notwithstanding Section 3 1 h), the costs of hiring winter sports equipment at a resort abroad following indemnifiable loss or damage are covered as follows. Under the DSV BASIC policy up to € 25, DSV CLASSIC up to € 50 and DSV CLASSIC PLUS up to € 100 for rental ski/rental snowboard per claim.

II. DSV Accident Insurance Cover (ARAG Allgemeine)

1. Sums assured

	DSV BASIC	DSV CLASSIC	DSV CLASSIC PLUS
1.1 In the event of death	€ 2,000	€ 4,000	€ 7,000
Benefit increases for each child entitled to maintenance	No	€ 500	€ 1,000
1.2 In the event of disability			
Disability benefits will be paid from a degree of disability of **20 %**			
Basic amount	€ 10,000	€ 10,000	€ 10,000
Maximum amount	€ 40,000	€ 70,000	€ 120,000
A degree of disability determined in accordance with Section 3 I. will be compensated as follows:			
In the event of a degree of disability of between 20 % and 50 % , payment will be made following assessment, between 51 % and 74 %, the rate exceeding 50 % will be compensated	x5	x10	x20
The agreed maximum amount will be paid for a degree of disability of 75 % and above.			
1.3 Interim payment after 6 months	No	€ 500	€ 1,000
1.4 Cosmetic procedures	No	€ 5,000	€ 10,000
1.5 Salvage costs	€ 10,000	€ 10,000	€ 20,000
1.6 Rehabilitation management	€ 20,000	€ 20,000	€ 20,000

Death and disability benefits will be paid in addition to benefits from other insurance companies (for example, private accident insurance, statutory accident insurance). Payments for salvage costs will be made subsidiary to existing health or accident insurance.

2. Scope

§ 1 Event insured

1. An accident has occurred if the insured suffers involuntarily damage to his/her health as a result of a sudden event impacting externally on his/her body (occurrence of accident).
2. An accident will also be defined as such if
   a) a joint is sprained or
   b) muscles, tendons, ligaments or joint capsules are strained or ruptured as a result of increased exertion on limbs or spine.

§ 2 What is not covered?

1. Accidents resulting from mental disorders, impaired consciousness, including insofar as these are due to a state of inebriation, stroke, epileptic fits or other seizures affecting the whole of the insured's body. However, disorders or seizures caused by an accident as defined herein will be covered.
2. Accidents which happen to the insured as a result of this person deliberately carrying out or instigating a crime.
3. Accidents which are a direct or indirect result of war or civil commotion; accidents resulting from internal unrest if the insured has been involved on the side of the agitator.
4. Accidents involving the insured
   a) acting as a pilot (also as a pilot of air sports equipment), insofar as the insured requires a licence for this in accordance with German law, as well as another crew member of an aircraft;
   b) when exercising a professional activity to be carried out using an aircraft;
   c) when using spacecraft.

5. Accidents which the insured sustains as a result of his/her participation inracing events as driver, co-driver or passenger of a motor vehicle, including the associated practice runs, where reaching the highest speeds is required.
6. Accidents which are caused directly or indirectly by nuclear power.
7. Damage to health caused by radiation.
8. Damage to health caused by therapeutic treatments or interventions, which the insured performs himself / herself or receives. Interventions or treatments, including diagnostic radiology and therapy, which are required as a result of an accident as defined herein, will be covered.
9. Infections. If the respective germ has entered the body as a result of accidental injury as defined in this policy, these will be covered.
   Minor skin or membrane traumas, as a result of which germs enter the body immediately or at a later point, are not deemed to be accidental injuries; this restriction does not apply to rabies and tetanus. Section 2 (8) (2) applies accordingly to infections caused as a result of therapeutic measures.
10. Poisoning following the ingestion of solid or liquid substances through the gullet.
    However, children under the age of 10 at the time of an accident will be covered for poisoning following the accidental ingestion of substances that are hazardous to children. Cases of food poisoning will not be covered.
11. Hernias. These will be covered if they occur as a result of a violent, external impact as defined.
12. Damage to intervertebral discs as well as bleeding from internal organs and cerebral haemorrhages. These will be covered if an accident as defined herein is the primary cause in accordance with Section 1 (1).
13. Pathological disorders following psychic reactions regardless of their cause.

§ 3 Types of benefit

The respectively agreed types of benefit and the amount thereof (sums insured) are indicated in Section 2 II 1. The following stipulations apply to entitlement and the calculation of benefit amounts.

I. Disability benefit

1. If an accident leads to a permanent impairment of the physical or mental faculties (disability) of the insured, the latter will be entitled to a lump-sum payment from the sum insured in the event of disability. Disability must ensue within one year of an accident and be diagnosed by a doctor and claimed no later than the end of a further period of three months. Failing to report a disability entitlement before the deadline of 15 months following an accident will not result in a loss of entitlement, but will be treated as a breach of obligation in accordance with Section 5, if it is reported within a further period of 15 months (thus 30 months in total).
   The entitlement to disability benefit will expire at the end of this period.
2. The amount of benefit depends on the degree of disability.
   a) Permanent degrees of disability are as follows (unless evidence is provided of a higher or lower degree of disability) in the event of loss or incapacitation of

an arm at the shoulder joint	70 %	a leg to below the knee	50 %
an arm to above the elbow joint	65 %	a leg to the middle of the lower leg	45 %
an arm below the elbow joint	60 %	a foot at the ankle joint	40 %
a hand at the wrist joint	55 %	a big toe	5 %
a thumb	20 %	another toe	2 %
an index finger	10 %	an eye	50 %
another finger	5 %	hearing in one ear	30 %
a leg above the middle of the thigh	70 %	sense of smell	10 %
a leg to the middle of the thigh	60 %	sense of taste	5 %

   b) In the event of partial loss or the impairment of function of one of these parts of the body or sensory organs, the corresponding part of the percentage according to a) will be assumed.
   c) If parts of the body or sensory organs are affected by an accident, and no arrangement is made in a) or b) for the loss or incapacitation of these, the extent to which normal physical or mental faculties are adversely affected, solely from a medical perspective, will be definitive.
   d) If several physical or mental faculties are adversely affected by an accident, the degrees of disability, as indicated in Section 3 (2), will be added together.
      A figure of over 100 percent will not be accepted however.
   e) In the event of partial disability, compensation will only be awarded if a degree of disability of **20 percent** or more is established.
3. If a physical or mental faculty is affected by an accident, which was permanently adversely affected prior to the accident, a deduction will be made commensurate with this prior disability. This will be calculated in accordance with Section 3 (2).
4. If death results within a year of an accident as a result of the respective accident, there will be no entitlement to disability benefit.
5. If the insured dies from causes not relating to an accident within one year of a respective accident or, regardless of the respective cause, later than one year after an accident and there was an entitlement to disability benefit in accordance with sub-section 1, benefit will be paid according to the degree of disability which would have been expected on the basis of the last diagnostic findings made by a doctor.

II. Death benefit

If an accident results in death within a period of one year, there will be an entitlement to benefit in accordance with the sum insured in the event of death. See Section 5 (6) for details on how to make a claim.

III. Cosmetic procedures

1. If the surface of the insured's body is damaged or deformed as a result of an accident such that following treatment the external appearance of the insured is permanently adversely affected, and if the insured decides to undergo cosmetic surgery in order to rectify this, the insurer will accept the costs involved in this surgery, as part of clinical treatment, for medical fees, medication, dressings and other prescribed drugs as well as the costs of accommodation and care in the respective hospital up to the agreed sum insured.
2. The surgery and clinical treatment of the insured must be performed before the end of the third year following an accident.
3. Compensation will not include the costs of food and drink, spa and wellness holidays or medical care unless the services of professional care staff are prescribed by a doctor.

IV. Interim benefit

1. The agreed interim benefit will be paid if an accident-related impairment of normal physical or mental faculties of more than 50 percent still exists 6 months after an accident, without the involvement of illnesses or physical infirmity, and there has been no interruption in this impairment to date.
2. The insured must claim payment of an interim benefit no later than 7 months after an accident and justify his/her entitlement by providing a medical certificate.

V. Salvage, search and rescue costs

1. The insurance cover extends to the amount per insured person defined in Section B. II. 1.5 to salvage costs which are incurred
   a) for search operations
      - for persons injured in an accident, even if there was only the threat of an accident or the presumption of an accident,
      - to find insured persons who are presumed to be in distress in the mountains and whose whereabouts are unknown,
   b) rescue and salvage operations by rescue services if the insured person has
      - has suffered an accident or
      - is in distress in the mountains,
   c) for transport to the nearest hospital, including the necessary additional costs incurred as a result of the accident for the return journey to the place of origin.
   d) in repatriating the bodies of accident victims.

2. If an individual health insurance policy also exists, salvage costs will only be compensated in the context of accident insurance insofar as the health insurer has fulfilled all its contractual obligations and these have not been sufficient to cover the costs incurred. If the health insurer is not liable for payment or disputes its liability, the insured may continue directly with the accident insurer. Payments for salvage costs will be made subsidiary to existing accident/health insurance.

VI. Rehabilitation management

If an insured accident exists as per Section B. II. 2 § 1, rehabilitation management will be offered as a service from an expected degree of disability of 50 percent. The aim of rehabilitation management is to reintegrate the accident victim as quickly as possible into a social and work environment that offers him/her quality of life according to the respective circumstances. This service will be provided by ARAG in cooperation with IHR Rehabilitations-Dienst GmbH in Cologne.
Rehabilitation management takes responsibility for organising rehabilitation measures, but not the cost of these. Measures will only be recommended if the costs of these measures are accepted either by a funding agency (health insurance, employers' liability insurance etc.) or can be funded from insurance benefits (for example, disability benefit due). The sum insured for rehabilitation management costs is € 20,000.
The insured is free to decide whether to claim all benefits, only partial benefits or no risk management benefits. There is no obligation to make use of them. ARAG decides on the allocation of services to the insured on a case-by-case basis.

VII. Reimbursement of ski pass fees in the event of serious accidents.

The prerequisite for the benefit is that the insured person has suffered an insured accident event in accordance with § 1 and
a) has suffered a fracture and/or a torn ligament, or
b) is unable to use the ski pass due to a three-day inpatient hospital stay as a result of the accident.

If the aforementioned conditions are fulfilled, we will reimburse the costs for the ski pass already purchased if the insured person can no longer use it due to the accident and no reimbursement of the fees by the organiser is provided for.
The costs are reimbursed per insured event
- in DSV BASIC up to a maximum of € 250
- in DSV CLASSIC up to a maximum of € 500
- in DSV CLASSIC PLUS up to a maximum of € 750 (if possible in table overview)

In the event of partial use of a ski pass, we will reimburse the costs pro rata temporis according to the loss of use per day.

VIII. Follow-up benefits after serious accidents (DSV CLASSIC PLUS only)

The prerequisite for the benefit is that the insured has suffered an insured accident event in accordance with § 1 and
a) has suffered a fracture and/or a torn ligament, or
b) the requirements for rehabilitation management according to section VI. are met.

If the aforementioned conditions are met, we will reimburse the costs for
a) up to ten 30-minute sessions with a qualified physiotherapist
b) up to ten sessions of 60 minutes each by a licensed personal trainer or individual training sessions by a specialist trainer for returning to winter sports
c) up to three units of 60 minutes of nutritional counselling according to the professional regulations for ecotrophologists
d) a professional movement and running analysis as well as a lactate performance diagnosis.

The costs for the total benefits according to a) to d) are limited to € 1,000 per insured event.

§ 4 Restriction of benefits

If illnesses or physical infirmities have contributed to health problems caused as a result of an accident or their consequences, the benefit will be reduced according to the percentage of the illness or physical infirmity if this is at least 25 percent.

§ 5 Obligations following an accident

1. An accident that is likely to result in an obligation to provide indemnification must be reported immediately to ARAG Allgemeine and a doctor must be consulted. The insured person must follow the doctor's instructions; they must also reduce the consequences of the accident insofar as possible.
2. The accident report form sent by ARAG Allgemeine must be completed truthfully and returned to ARAG Allgemeine immediately. Moreover, any relevant information required must be provided immediately.
3. The insured must ensure that the reports and certificates requested by ARAG Allgemeine are provided as soon as possible.
4. The insured must arrange an examination by doctors commissioned by ARAG Allgemeine. The costs of this including any resulting loss of earnings will be borne by ARAG Allgemeine.
5. Doctors who have treated or examined the insured (also for other reasons), other insurers, insurance companies and authorities must be authorised to provide any necessary information.
6. a) If there is a deliberate breach of an obligation pursuant to Section 5, you will lose your insurance cover. In the event of a grossly negligent breach of obligation, we will be entitled to reduce our payment commensurate with the severity of your negligence. Both these will only apply if we have pointed out these legal consequences separately in text form.
   b) If you are able to prove that you have not breached an obligation in a grossly negligent manner, the insurance cover will remain in place.
   c) The insurance cover will also remain in place if you are able to prove that the breach of obligation was not the cause of either the occurrence or establishment of the claim or of the establishment or scope of the payment. This will not apply if you have breached an obligation fraudulently.
   d) These provisions will apply regardless of whether we exercise a right to terminate to which we are entitled on account of a breach of a duty of disclosure prior to taking out a policy.

§ 6 Benefit payment date

1. As soon as ARAG Allgemeine receives the documentation, which the insured is obliged to provide as proof of the circumstances and consequences of an accident, as well as the completion of the treatment methods required to assess the degree of disability, the ARAG Allgemeine will be obliged to declare within one month (within three months in the case of a disability claim) whether and the amount at which it acknowledges a claim. Any medical fees, which the insured incurs in order to justify a benefit claim, will be borne by ARAG Allgemeine in the event of disability up to one tenth of a percent of the sum insured.
2. If ARAG Allgemeine acknowledges a claim or if the insured and ARAG Allgemeine agree on the basis and amount, ARAG Allgemeine will pay within two weeks.
3. Once it is established in principle that benefits are payable, ARAG Allgemeine will pay the insured appropriate advance payments.
4. The insured and ARAG Allgemeine will be entitled to arrange for a degree of disability to be reassessed by a doctor, no later than three years following an accident.
   This period will be extended to 5 years in the case of children up to the age of 14, however, not beyond the age of 18. If the final assessment results in a higher disability benefit than ARAG Allgemeine has been paying, interest of 5 % per annum will be charged on the surplus amount.

§ 7 Legal position

1. Every member will be entitled to make claims directly to the insurance partner in the event of damage or loss.
2. Insurance claims may not be assigned or pledged prior to the payment date without the consent of ARAG Allgemeine.

III. DSV General Liability Insurance Cover (ARAG Allgemeine)

1. Amounts insured

	DSV BASIC	DSV CLASSIC	DSV CLASSIC PLUS
The flat-rate amounts insured per event for personal injury and non-life claims	€ 3,000,000	€ 5,000,000	€ 10,000,000
for damage to property	€ 25,000	€ 50,000	€ 100,000
max. in the insurance year	€ 75,000	€ 150,000	€ 300,000
third-party holiday accommodation keys	€ 2,500	€ 2,500	€ 2,500

2. Scope

§ 1 Object of the insurance cover

ARAG Allgemeine will provide cover for the insured if a damage/loss event occurring during the period of insurance results in the death, injury or damage to health of individuals (personal injury) or the damage or destruction of property (non-life claims), in respect of which consequences claims are made by a third party based on statutory liability provisions under civil law.
DSV General Liability insurance will apply subsidiarily. The insured may therefore not request any benefits from this policy insofar he/she is entitled to general liability insurance cover from other insurance policies. This does not apply in the case of otherwise existing group insurance policies.

§ 2 Scope of cover

1. The obligation to pay on the part of ARAG Allgemeine includes checking the issue of liability, payment of compensation, which the insured is required to pay on the basis of an acknowledgement issued or approved by ARAG Allgemeine, a settlement made or approved by the latter or a court decision as well as the defence of unjustified claims.
   If the appointment of a defence counsel for the insured in criminal proceedings based on a loss event, which could result in a liability claim covered by the insurance, is requested or approved by ARAG Allgemeine, ARAG Allgemeine will bear the statutory, potentially specially agreed higher fee-related costs of the defence counsel.
   If the insured is required to stand surety in accordance with the law for an annuity owing as a result of an insurance claim or if the insured is granted the option to defer the implementation of a court decision by furnishing or lodging a security, ARAG Allgemeine will be obliged to furnish or lodge a security in the insured's stead.
2. a) Statutory liability arising from loss events occurring abroad is included.
   b) In the case of loss events in the USA, Canada, Mexico and Japan, the expenses incurred by the insurer for costs will be offset as payments against the sum insured. Costs are fees for solicitors, experts, witnesses and court costs; expenditure to prevent or reduce damage upon or after the occurrence of an insured event as well as the costs of ascertaining damage and travel expenses, which the insurance company does not incur itself. This also applies if the costs have arisen on the instructions of the insurer. Claims for punitive or exemplary damages are not covered.
   c) Payments will be made by the insurer in Euro. The obligation on the part of the insurer will be deemed met on the date when the respective amount in Euro is processed for payment by a domestic financial institution.
3. Notwithstanding Section 3 I. 5 above, statutory liability arising from damage to living areas and other premises in buildings rented for private use will be covered. The following will not be covered:
   a) wear and tear, scuffing and excessive operational demands,
   b) damage to heating, machinery, boilers and water heating systems as well as to electrical and gas appliances,
   c) damage to glass insofar as the insured can insure this specifically,
4. In contrast to Section 1 and Section 6 (10), cover also extends to the statutory liability on the part of the insured arising from the misplacement of and damage to third-party holiday accommodation keys. The following costs are covered:
   • Replacement or modification of locks or locking systems
   • Provisional security measures.
   Other consequential losses resulting from the loss of keys (for example, breakin) are not covered.
   There is a € 50 deductible for each loss event.
5. The statutory liability of the member and co-insured spouse or named civil partner arising from the duty of supervision in respect of co-insured children under the age of 18 is included in the cover offered for family membership with benefits for children.
6. The personal statutory liability on the part of DSV trainers, instructors and tour guides, if they accompany and oversee ski groups on winter trips on behalf of DSV, its regional associations or societies or are employed at national ski racing competitions, for example, is also covered. The requirement for providing insurance cover is DSV aktiv membership with DSV CLASSIC or DSV CLASSIC PLUS.
7. The sums insured indicated on an insurance certificate constitute the maximum amount payable by ARAG Allgemeine per claim. This also applies if cover extends to several individuals who are due compensation. Several claims linked in time due to the same cause or several claims resulting from deliveries of the same defective goods will be considered as one claim.
8. If there is a dispute regarding entitlement in a claim between the insured and an injured party or his/her legal successors, ARAG Allgemeine will litigate on behalf of the insured at its expense.
9. Costs incurred by ARAG Allgemeine will not be offset as payments against the sum insured (see, however, Section 2 (2)).
10. If liability claims exceed the sum insured, ARAG Allgemeine will only bear the cost of proceedings as a proportion of the sum insured to the overall claims amount, even if several proceedings arising from one loss event are involved.
    ARAG Allgemeine will be entitled in such cases to exempt itself from further payments by paying the sum insured and its share of the costs incurred to date corresponding to the sum insured.
11. If the insured is required to make annuity payments to the injured party and if the cash value of the annuity exceeds the sum insured or the remainder of the sum insured after deduction of any other payments arising from the same claim, the annuity payable will only be paid at the proportion of the sum insured or its residual amount to the cash value of the annuity. The cash value of the annuity will be calculated on the basis of the general mortality tables for males in Germany for the years 1924 to 1926, produced by the Deutsche Reichsamt (statistics of the Deutsche Reich volume 401) and an annual interest rate of 4 %.
12. If the settlement of a liability claim through acknowledgment, satisfaction or compromise requested by ARAG Allgemeine fails on account of resistance on the part of the insured, ARAG Allgemeine will not be responsible for the additional costs of the case, interest and costs incurred as a result of such resistance.
13. Bad debt cover
    a) ARAG will provide cover in the context of DSV General Liability Insurance if, in the private domain, during the effective period of DSV General Liability Insurance Cover (for example, when skiing), an insured person (except in accordance with III. DSV General Liability Insurance, Section 3 II. 2 a spouse, for example) is injured by a third party during the period of insurance, which amounts to a claim for compensation arising from this loss event of at least € 2,500, and this cannot be enforced against the damaging party. Part payments made by the damaging party will be offset.
    b) The content and scope of claims for compensation covered correspond to DSV membership liability cover (for example, DSV BASIC, DSV CLASSIC, DSV CLASSIC PLUS), unless otherwise indicated below.
    c) Claims for compensation based on a professional activity or deliberate action on the part of the damaging party, which have arisen from the nature of the damaging party as an animal owner or handler, are covered over and above the liability cover.
    d) Claims for compensation caused by the following are not covered.
       da) Nuclear or genetic damage (except as a result of medical treatment);
       db) Damages arising from product liability;
       dc) Operational damage as a result of environmental impact;
       dd) War, hostile acts, internal unrest;

de) Acquisition, sale, planning, construction, change to a building, part of a building or property that requires planning permission as well as the financing of such a project;
df) Intellectual property rights as well as betting or gaming contracts, forward contracts or comparable speculative transactions;
dg) A deliberate criminal act committed by the policyholder or a person also covered under the policy; if such a connection is established after the event, these parties will be obliged to repay benefits.

e) The requirement for compensation is that the insured has obtained a writ of execution against the damaging party in dispute proceedings in a court in Europe, the littoral states of the Mediterranean Sea, the Canary Islands or Madeira and any reasonable enforcement of this writ against the damaging party has been unsuccessful.

f) ARAG will pay compensation at the legally enforceable amount, however no more than the agreed flat rate sum insured for personal injury and non-life claims.
fa) Compensation will only be paid against provision of the original writ and other documentation which indicate the existence of an insured event.
fb) Insured persons are obliged to assign their claims against the damaging party to ARAG at the compensation payment amounts.

ARAG will not pay compensation if another insurer, national insurance or social welfare agency or a public or private employer or principal is liable to pay.

§ 3 What ist not covered?

I. Unless expressly agreed otherwise, cover will not extend to:

1. Liability claims, insofar as these go beyond the statutory liability of the policyholder on the basis of an agreement or special consent;
2. Claims for salaries, pensions, wages and other stipulated payments, care, medical treatment in the event of inability to work, benefit claims (see, for example Articles 616, 617 of the German Civil Code [BGB], Articles 39 and 42 of the Seaman's Act [Seemannsgesetz] and the appropriate provisions in the Trade, Commerce and Industry Regulation Act [Gew-Ordn.], German Social Security Code [SGB VII] and the Federal Social Security Act [Bundessozialhilfegesetz]) as well as claims based on riot damage legislation;
3. Liability claims based on damage resulting from participation in horse, cycle or motor vehicle racing, boxing or wrestling as well as preparations for this (training);
4. Liability claims based on damage to property due to the gradual effect of temperature, gases, vapours or moisture, precipitation (smoke, rust, dust and such like), also due to wastewater, formation of mould, subsidence of land (also of works or parts thereof erected on such land), landslides, vibrations due to piledriving work, stagnant or flowing bodies of water resulting from flooding as well as damage to land caused by grazing animals and wild animals;
5. Liability claims based on damage
   a) to third-party effects (except preceding Section 2 (3) and 4), which the insured has rented, leased, borrowed or acquired through unlawful acts, or which are the subject of a special custody agreement;
   b) which has occurred as a result of business or occupational activities on the part of the insured involving these effects (for example, handling, repair, transportation, testing etc.); in the case of damage to third-party immovable effects, this exclusion only applies insofar as these effects or parts of these effects were directly affected by the respective activity.
   If the prerequisites for the above exclusions exist in the form of employees, workers, officials, authorised representatives or agents of the insured, the insurance cover will similarly cease to apply, both for the insured and for any parties also insured under the policy. The fulfilment of contracts and any substitute performance rendered instead of contractual performance is not the subject of the general liability insurance, even if statutory claims are involved, likewise not the entitlement arising from the statutory transfer of risk (for accidental loss and accidental deterioration);
6. Liability claims based on damage connected directly or indirectly with energy-rich ionising radiation (for example, alpha, beta and gamma radiation emitted from radioactive substances as well as neutrons or radiation generated in particle accelerators) as well as laser and maser radiation. Compensation for damage caused by nuclear energy will comply with the German Nuclear Energy Act [Atomgesetz]. The operators of nuclear power plants will be obliged to take out compulsory cover and will take out public liability insurance for this purpose;
7. Liability arising from the possession or piloting of aircraft, model aircraft, motor vehicles, vehicles of any type provided with an auxiliary engine as well as any water-borne craft with or without an engine, also auxiliary engines and carriages;
8. Liability arising from the keeping or handling of animals;
9. Liability claims on account of damage caused as a result of explosion or fire of such substances which insured persons have not handled in accordance with official regulations;
10. Liability arising from setting off fireworks;
11. Liability claims due to damage caused by asbestos, substances and products containing asbestos;
12. In the case of ski instructors – insofar as they have taken out insurance cover in accordance with Section C. Special Terms and Conditions of Supplementary Insurance Options, Section I., the liability arising from research or expert activities is not covered. Liability claims by employed and official instructors will not be covered in the following cases
    a) on account of damage to property belonging to the school or agency or to effects provided by third parties for running the school;
    b) claims based on personal injury involving accidents at work pursuant to the Social Security Code VII at the insured's place of work. The same applies to such accidents at work pursuant to civil service law regulations, which are sustained by associates at the same place of work whilst carrying out work or as a consequence thereof.

II. The following are not covered:

1. Insurance claims by any persons who have caused damage deliberately and irrevocably. In the case of delivery or manufacture of goods, products or work, knowledge of the defective nature or harmfulness of the goods etc. is the equivalent of malicious intent.
2. Liability claims
   a) based on incidents involving relatives of the insured, who live with the insured or who are persons also covered under the terms of the insurance policy,
   b) by legal representatives of persons incapable or incapable to a limited extent of managing their own affairs,
   c) by partners of companies without legal status who are personally liable without limitation,
   d) by legal representatives of legal entities under private or public law as well as associations without legal status,
   e) by liquidators.
   Relatives are spouses, parents and children, adopted parents and children, parents and children in law, step-parents and step-children, grandparents and grandchildren, siblings as well as foster parents and foster children (persons who are connected through a family-like, long-term relationship such as parents and children).The exclusions under b) to e) also extend to liability claims by relatives of the persons cited therein if they live in the same house.
3. Liability claims based on the fact that the insured has not eliminated particularly dangerous circumstances within a reasonable period, which ARAG Allgemeine may by rights request and has requested to have eliminated. A circumstance which has resulted in damage will continue to be considered particularly dangerous by implication.
4. Liability claims on account of personal injury resulting from the transmission of an illness by the insured, as well as damage to property caused by animals belonging to, kept by or sold by the insured, unless the insured has acted in a deliberate or grossly negligent manner.
5. Liability claims on account of damage caused to work or effects produced or supplied by the insured (or third parties acting on his/her instructions or behalf) as a result of a cause lying in the production or supply.

§ 4 Obligations on the part of the insured, procedure

1. An insured event in accordance with this policy is a loss event which could result in liability claims against the insured.
2. All claims must be notified to ARAG Allgemeine immediately and within one week at the latest. If investigation proceedings are initiated or a notice of prosecution or default summons is issued, the insured must notify ARAG Allgemeine immediately, even if the claim has already been notified. If the

injured party enforces his/her claim against the insured, the latter must notify this within one week of the claim being made. If a claim is made in court against the insured, if an application is made for assistance with the costs of proceedings or if the action is announced in court, the insured must also notify this immediately. The same applies in the event of an arrest, a restraining order or proceedings for the preservation of evidence.

3. Observing instructions given by ARAG Allgemeine, the insured must ensure the avoidance and reduction of damages where possible and make every effort to clarify the circumstances of the claim, provided this does not involve doing anything that is unreasonable. The insured must support ARAG Allgemeine with defending the claim and with assessing and settling said claim, submit comprehensive and truthful damage reports, notify all circumstances relating to the claim and forward any documents, which, in ARAG Allgemeine's view, are of relevance in assessing the claim.
4. If a liability claim results in litigation, the insured must leave the conduct of the case to ARAG Allgemeine, grant power of attorney to the lawyer appointed or designated by ARAG Allgemeine and provide any explanations deemed necessary by this person or by ARAG Allgemeine. Without waiting for instructions from ARAG Allgemeine, the insured must object to warning notices or orders relating to compensation from administration authorities or make use of the required legal remedies within the period stipulated.
5. The insured is not entitled to accept or settle a liability claim in full or in part or to agree a compromise without the prior consent of the insurer. In the event of infringement, the insurer will be released from its obligation to pay if the settlement or acceptance fails to correspond to the factual and legal position.
6. If the insured acquires the right to request the cancellation or reduction of a payable annuity as a result of a change in circumstances, he/she must allow this right to be exercised by ARAG Allgemeine in his/her name. The provisions in sub-sections 3 to 5 apply accordingly.
7. ARAG Allgemeine is deemed authorised to make any declarations on behalf of the insured as it considers expedient in order to settle or defend claims.
8. In the event of a deliberate breach of any one of the obligations arising from this policy, the insured will lose his/her insurance cover. In the event of a grossly negligent breach of an obligation, the insurer will be entitled to reduce payment commensurate with the severity of negligence on the part of the insured. The prerequisite for full or partial discontinuation of insurance cover, in the event of a breach of an existing obligation to provide information or clarification following a claim, is that the insurer has specifically notified the insured of these legal consequences in text form. If the insured demonstrates that he/she has not breached the obligation in a grossly negligent manner, the cover will remain in place. Cover will also remain in place if the insured demonstrates that the breach of obligation was not the cause of the occurrence or establishment of the claim nor of the extent of the payment for which the insurer is responsible. This will not apply if the insured has breached the obligation fraudulently.

§ 5 Insurance cover for a third party, transferring an insurance claim

1. If the insurance cover extends to liability claims against persons other than the insured, all the provisions in the insurance policy relating to the insured will also apply to such persons accordingly. Exercising the rights arising from the insurance policy will be the sole responsibility of the policyholder, who will remain responsible for fulfilling the obligations alongside the persons insured.
2. Claims by the insured himself/herself or the persons named in Section 3 II. 2 against insured persons will not be covered under the insurance cover.
3. Insurance claims may not be transferred prior to their definitive establishment without the express agreement of ARAG Allgemeine.

§ 6 Damage to property

Statutory liability for damage to property, which has not arisen as a result of personal injury or non-life claims, and has occurred during the period of insurance, is also covered under the insurance cover.
The following liability claims are not covered:

1. Claims based on damage caused by effects manufactured or supplied by the insured (or on his/her behalf or by third parties on the insured's behalf) or by work performed;
2. Damage based on constant emissions (for example, noises, smells, vibrations);
3. Planning, consulting, construction or assembly management, inspection or expert activities;
4. Activities in connection with financial, lending, insurance, property, leasing or similar economic transactions arising from payment processes of all types, from cash management as well as from breach of trust and misappropriation;
5. Breach of industrial property rights and copyright;
6. Non-compliance with deadlines, appointments, estimates and quotes;
7. Advice, recommendations or instructions to financially associated companies;
8. Activities in connection with data processing, rationalisation and automation, issuing of information, translation, travel agency and tour organising;
9. Deliberate deviation from statutory or official regulations, from contractor's instructions or conditions or based on other deliberate breach of obligation;
10. Loss of effects, including, for example, cash, securities and valuables.

IV. DSV Health Insurance Cover (EUROPA Versicherung AG)

1. Benefits overview

	DSV BASIC	DSV CLASSIC	DSV CLASSIC PLUS
Hospital benefit per diem	€ 12.00	€ 15.00	€ 30.00
Initial treatment minimum	€ 120.00	€ 120.00	€ 180.00
Follow-up treatment maximum	€ 600.00	€ 750.00	€ 1,500.00
Medical expense abroad	No	No	Yes, instead of hospital benefit payment
Initial transport to hospital	100 %	100 %	100 %
Costs of return transport	100 %	100 %	100 %
Repatriation costs	€ 30,000	€ 30,000	€ 30,000

Detailed description of benefits in Section 3 below.

2. Extract from General Terms and Conditions of Insurance

§ 1 Subject, scope and area of applicability of insurance cover

1. The insurer offers DSV aktiv members insurance cover for illness, accident and other events specified in the insurance policy. In the event of an insured event unforeseen in the area of applicability it will pay
   a) hospital benefit per diem, in the case of inpatient treatment, in accordance with the DSV BASIC, DSV CLASSIC and DSV CLASSIC PLUS tariffs,
   b) alternatively, compensation for medical expenses instead of hospital benefit per diem at the DSV CLASSIC PLUS tariff in the event of a stay abroad

   and will provide other agreed services.
2. The insurance cover will apply to all temporary trips, which are made by insured persons during an insurance year. However, the duration of individual trips may not exceed a period of 56 days. In the case of trips lasting more than 56 days, insurance cover will exist for the first 56 days of the stay at the respective holiday resort.
3. An insured event will be the medical treatment required by an insured person on account of illness or the consequences of an accident. The insured event will commence upon establishment by a doctor of the medical necessity of treatment; it will end when there is no longer a need for treatment in accordance with medical findings. Death will also be deemed an insured event.

§ 3 Scope of liability

1. The insured will be at liberty to choose from among the doctors and dentists authorised to provide treatment in the country of residence.
2. Medicines, dressings and remedies must be prescribed by the health care providers named in No. 1, and medicines must also be obtained from the pharmacy or from an officially authorised dispensary.
3. In the case of medically necessary inpatient treatment, the insured will be at liberty to choose between public and private hospitals which are under the permanent direction of a doctor, have adequate diagnostic and treatment options and keep medical records.
4. The insurer will pay for medical examinations or treatment procedures and drugs which are widely recognised in the field of conventional medicine within the scope of cover agreed under the policy. Moreover, the insurer will pay for procedures and drugs, which have proven equally promising in practice or which are used because no conventional methods or drugs are available. The insurer may reduce its payments, however, to the amount that would apply if available conventional methods or drugs were used.
5. The costs of the following insured events will be reimbursed:
   Statutory health insurance (GKV) benefits are to be claimed as a priority and will be deducted from the reimbursable costs. These advance payments are to be substantiated on the invoice receipts by means of a reimbursement note.

5.1 DSV BASIC tariff

a) hospital per diem is paid from the first day of initial inpatient treatment of € 12 per day without restriction in terms of time, however at least € 120 per claim. A hospital per diem payment of € 12 per day will also be paid for follow-up inpatient treatment (for example, stay in hospital for the purpose of removal procedures, rehabilitation measures, health resort treatments). The amount paid for all follow-up treatment will be limited to € 600. If the insured can be transported following a stay in hospital and if further inpatient treatment is found to be necessary by a doctor after more than two weeks, the costs of return transport arranged by the insurer will be reimbursed.
b) In the event of a medical emergency, the costs of transport in an appropriate means of transport customary in the locality for the transport of patients to the nearest doctor or hospital suitable according to medical criteria for initial treatment are reimbursed. The costs for a medically necessary transfer following the initial treatment to the next available and medically suitable hospital for further treatment are also reimbursed;
c) the costs arising as a result of the medically necessary return transport of a sick person from the place of stay to their respective place of residence are reimbursed in case these costs exceed the scheduled anticipated return costs.
d) the costs of repatriation from the place of stay to the respective place of residence of the insured are reimbursed up to an amount of € 30,000.

There is no insurance cover for the costs of outpatient or inpatient treatment or dental treatment and dental prostheses.

5.2 DSV CLASSIC tariff

a) hospital per diem is paid from the first day of initial inpatient treatment of € 15 per day without restriction in terms of time, however at least € 120 per claim. A hospital per diem payment of € 15.00 per day will also be paid for follow-up inpatient treatment (for example, stay in hospital for the purpose of removal procedures, rehabilitation measures, health resort treatments). The amount paid for all follow-up treatment will be limited to € 750. If the insured can be transported following a stay in hospital and if further inpatient treatment is found to be necessary by a doctor after more than three weeks, the costs of return transport arranged by the insurer will be reimbursed.
b) In the event of a medical emergency, the costs of transport in an appropriate means of transport customary in the locality for the transport of patients to the nearest doctor or hospital suitable according to medical criteria for initial treatment are reimbursed. The costs for a medically necessary transfer following the initial treatment to the next available and medically suitable hospital for further treatment are also reimbursed;
c) the costs arising as a result of the medically necessary return transport of a sick person from the place of stay to their respective place of residence are reimbursed in case these costs exceed the scheduled anticipated return costs.
d) the costs of repatriation from the place of stay to the respective place of residence of the insured are reimbursed up to an amount of € 30,000.

There is no insurance cover for the costs of outpatient or inpatient treatment or dental treatment and dental prostheses.

5.3 DSV CLASSIC PLUS tariff

a) hospital per diem is paid from the first day of initial inpatient treatment of € 30 per day without restriction in terms of time, however at least € 180 per claim. A hospital per diem payment of € 30 per day will also be paid for follow-up inpatient treatment (for example, stay in hospital for the purpose of removal procedures, rehabilitation measures, health resort treatments). The amount paid for all follow-up treatment will be limited to € 1,500.
b) Instead of the payment of a daily hospital allowance according to a), the costs for medically necessary outpatient or inpatient medical treatment per insured event will be covered without a limit in terms of amount if the insured person stays abroad. This also applies to simple pain-relieving dental treatments and fillings as well as repairs to dental prostheses, but not to the manufacture of dental prostheses, crowns and orthodontic measures. The costs of medically prescribed crutches, orthopaedic shells, orthoses, bandages, and splints will also be reimbursed if the named aids first become necessary during the insured period of the travel abroad.
   If the insured can be transported following a stay in hospital and if further inpatient treatment is found to be necessary by a doctor after more than two weeks, the costs of return transport arranged by the insurer will be reimbursed.
c) In the event of a medical emergency, the costs of transport in a means of transport that is customary in the locality and appropriate for the transport of patients to the nearest doctor or hospital suitable from a medical point of view for initial treatment are reimbursed. The costs for a medically necessary transfer following the initial treatment for further treatment to the nearest hospital suitable from a medical point of view will also be reimbursed;
   The costs for the medically necessary transport with a local and appropriate means of transport back to the accommodation of the insured person are reimbursed up to a maximum of 100 euros per insured event, if this takes place directly after the outpatient or inpatient emergency initial care or after the medically necessary further care.
d) The costs incurred for the repatriation of an insured person who is acutely ill or injured in an accident to the country in which the insured person has his or her permanent residence will be reimbursed if one of the following two conditions applies:
   - the repatriation is medically reasonable and justifiable and is organised or agreed in advance by the insurer. The assessment of a medically reasonable and justifiable repatriation will be made by a consultant physician of EUROPA Versicherung AG in consultation with the attending physician in the country of stay;
   - the duration of the hospital treatment is expected to exceed 14 days according to the prognosis of the attending physician.

   The consulting physician of EUROPA Versicherung AG will decide on the time of transport, the suitable means of transport and the care during the transport.
   The costs for accompaniment by medical personnel will also be covered, provided that this is medically reasonable and justifiable or is ordered by the competent authorities or the airline. The assessment of a medically reasonable and justifiable escort is also the responsibility of the consulting physician of EUROPA Versicherung AG.
   In the case of insured persons who are minors, the insurer will also pay the return transport costs for an adult accompanying person. If possible, the insurer will organise the return transport of the accompanying person in the same means of transport as the minor. However, there is no entitlement to the same means of transport.
   In the case of return transport, the most cost-effective means of transport shall be chosen, unless there are medical reasons for not doing so;
e) the costs of repatriation from the place of stay to the respective place of residence of the insured, up to € 30,000.
f) In the event of inpatient treatment of an insured minor child, the costs for accommodation and meals of an adult accompanying person in hospital will be reimbursed for a maximum of 14 days.
g) In the event of inpatient treatment of an insured person, the costs for accommodation and meals of the insured person's minor children as accompanying persons in hospital will be reimbursed for a maximum of 14 days.
h) The proven telephone costs incurred due to contacting the insurer or the assistant commissioned by the insurer in the context of an insured event will be reimbursed up to 20 euros per insured event. Proof of costs shall be provided by means of the corresponding itemised bill.

There is no insurance cover for the costs of outpatient or inpatient treatment or dental treatment and dental prostheses following a return from abroad. Abroad is deemed all countries apart from the country in which the insured has his/her permanent place of residence.

§ 4 Limitation of liability

1. There will be no obligation to pay for
   a) illnesses and consequences or for the consequences of accidents, the treatment of which was the purpose of the trip abroad;
   b) Treatments that were known at the start of the trip to be necessary if the travel proceeded as planned;
   c) illnesses and cases based on intent, including their consequences, as well as for detoxification measures, including rehab cures;
   d) the treatment of mental and psychological disorders and illnesses as well as psychosomatic treatment (for example, hypnosis, relaxation techniques) and psychotherapy;
   e) examination and treatment due to pregnancy, childbirth, miscarriage and abortion and any consequences of these. However, costs will be reimbursed if medical assistance is necessary in the country of temporary residence as a result of acute complications during pregnancy, including miscarriage;
   f) outpatient medical treatment in a spa or health resort.
   This limitation will not apply if, during a period of temporary residence, an illness or accident incurs independent of the purpose of the stay, which deems such treatment necessary;
   g) treatment by spouses or civil partners, parents or children. Proven material costs will be reimbursed in line with the respective rate.
   h) accommodation necessary due to degree of care and attendance requirements or custodianship;
   i) trips made for professional reasons (including training and further training).
2. If medical treatment or other measures for which benefits have been agreed exceed the medically necessary level or the costs exceed the level customary in the country of travel, the insurer may limit benefits to the medically necessary level or costs to the level customary in the country of travel.
3. Insofar as a third party is liable to pay benefits for an insured event or compensation can be claimed under other insurance contracts, these obligations to pay benefits shall take precedence. If compensation can be claimed under other insurance contracts, the policyholder is free to choose whom to report the insured event. If the policyholder reports the insured event to EUROPA Versicherung AG, EUROPA Versicherung AG will make advance payment within the scope of the benefits provided for in the rate and will contact the other private insurer directly for the purpose of assuming the costs. Benefits from the statutory health insurance must always be claimed first.
4. If there is also an entitlement to benefits from the statutory accident insurance or the statutory pension insurance to statutory medical care or accident care, the insurer is only liable for necessary expenses exceeding the statutory benefits.
5. If the insured person has a claim against more than one party obliged to reimburse on account of the same insured event, the total reimbursement may not exceed the total expenses.

§ 5 Payment of insurance benefits

1. The insurer shall make payment directly to the insured with direct entitlement to benefits upon presentation of the required documents. The insurer is only obliged to pay if the original receipts are presented and the documents required by it are provided; these documents become the property of the insurer.

   If costs are reimbursed by third parties earlier, duplicates of the receipts with original reimbursement notes from the benefit providers are sufficient.
   Explanations regarding the above-mentioned receipts and service documents:
   - All invoice receipts must contain the first and last name of the person treated, the name of the service provider as well as the name of the disease and the individual medical services with dates of treatment.
   - Drug invoices/prescriptions must contain the prescribed drug, the price and the receipt note.
   - In the case of dental treatment, the receipts must contain the name of the teeth treated and the treatment carried out on these teeth.
   - As proof of necessary inpatient hospital stay, a certificate from the hospital specifying the beginning and end of the inpatient treatment with a description of the diagnosis must be submitted.
   - For the reimbursement of repatriation/burial costs, the official death certificate and the medical certificate of the cause of death must also be submitted.
2. Benefits or their refusal by the insurers mentioned in § 4 No. 4 must be substantiated.
3. Otherwise, the prerequisites for insurer benefits to become due are derived from § 14 VVG
4. Costs incurred in a foreign currency in connection with the insured event will be converted into euros at the current rate of the day on which the invoices were issued.
   The rate of the day for traded currencies is the official euro exchange rate of the European Central Bank. For non-traded currencies for which no reference rates are set, the rate according to "Devisenkursstatistik", publications of the Deutsche Bundesbank, Frankfurt/Main, shall apply according to the latest status, unless it is proven by bank documents that the foreign currencies necessary for payment of the invoices were acquired at a less favourable rate.
5. Costs for the bank remittance of insurance benefits to a foreign account and for translations may be deducted from the benefits.
6. Claims to insurance benefits may neither be assigned nor pledged. The prohibition of assignment according to sentence 1 does not apply to policies taken out as from 01 October 2021 and to persons newly insured as from this date; statutory prohibitions of assignment remain unaffected.

§ 6 End of liability

The obligation to pay in respect of an insured event that has occurred ends

1. upon reaching the respective maximum amount,
2. the end of a stay in hospital or if, according to medical findings, there is no longer a need for treatment.

§ 10 Obligations following the occurrence of a claim

1. At the insurer's request, the policyholder and the insured person shall provide any information required to determine the insured event or the insurer's obligation to pay benefits and its scope.
2. Upon the insurer's request, the insured person undertakes to arrange an examination by a doctor appointed by the insurer.
3. If medical expenses insurance is taken out for an insured person with another insurer for the same stay abroad, the insured is obliged to inform the insurer of the other insurance without delay.

§ 11 Consequences of breaches of obligation

The insurer is wholly or partially exempt from the obligation to indemnify, subject to the restrictions prescribed in § 28 paras. 2 to 4 VVG, if one of the obligations specified in § 10 is breached.

§ 12 Obligations upon and after occurrence of the insured event and consequences in the event of breaches of obligation in claims against third parties

1. If an insured person has claims for compensation against third parties, he or she is obliged, without prejudice to the statutory subrogation pursuant to § 86 VVG, to assign these claims to the insurer in text form up to the amount in which compensation (reimbursement of costs as well as material and services) is paid under the insurance contract.
2. The insured person is obliged to press for his or her claim for compensation or assert the right serving to secure this claim in compliance with the applicable formalities and deadlines and to cooperate in its enforcement by the insurer to the extent necessary.
3. If the policyholder or an insured person intentionally breaches the obligation specified in § 10 no. 1, the insurer is not obliged to indemnify when it cannot obtain compensation from the third party as a result. In the event of a grossly negligent breach of the obligation, the insurer is entitled to reduce its benefits in proportion to the severity of the breach.
4. If an insured person has a claim for repayment of amounts paid without legal cause against the provider of services for which the insurer has provided reimbursement benefits on the basis of the insurance contract, the aforementioned provisions under 1 to 3 shall apply accordingly.

§ 13 Declarations of intent and notices

Declarations of intent and notifications to the insurer must be in writing.

§ 14 Place of jurisdiction

1. The place of jurisdiction is the insurer's registered office for legal actions against the insurer arising from the insurance contract. If the policyholder or the insured person is a natural person, the court in whose district the policyholder or the insured person is domiciled or, in the absence of such, has its habitual residence at the time the action is brought shall also have local jurisdiction.
2. If the policyholder is a natural person, the court mentioned under 1. sentence 2 shall have exclusive jurisdiction for actions arising from the insurance contract against the policyholder or the insured person. If the policyholder is a legal entity or a partnership, the competent court shall be determined by its registered office.
3. If the policyholder moves his/her registered office, place of residence or habitual abode abroad after conclusion of the contract, or if the policyholder's place of residence or habitual abode is not known at the time the action is brought, the jurisdiction for actions arising from the insurance contract against the policyholder shall be determined by the insurer's registered office in the Federal Republic of Germany.
4. If the insured has his/her domicile or habitual residence abroad at the time the action is brought, the jurisdiction for actions arising from the insurance contract against the insurer shall be determined by the insurer's registered office in the Federal Republic of Germany, alternatively by the policyholder's registered office in the Federal Republic of Germany.

V. DSV Legal Expenses Insurance Cover (ARAG SE)

A. Sums insured

	DSV BASIC	DSV CLASSIC	DSV CLASSIC PLUS
Maximum benefit limit per insurance event is	€ 50,000	€ 100,000	€ 200,000

B. Scope of insurance cover

§ 1 Subject of insurance cover

1. Insurance cover includes
   a) making claims for compensation based on statutory liability provisions in the context of Section 6 (1),
   b) defence in proceedings on account of an allegation of infringement of a regulation under criminal or regulatory offences law. In the case of prison sentences and fines over € 250, proceedings for clemency, suspended sentence, reprieve and payment facilities are included and for a total of 2 applications per insurance event.
2. The protection of legal interests as owner, proprietor, holder or driver of motor vehicles on land, in the water and in the air as well as trailers is not covered under this insurance policy.

§ 2 Scope

1. The insurer will cover
   a) the statutory fee for a lawyer acting on behalf of the insured. In cases of defence on account of a breach of a regulation under criminal, regulatory offences law, disciplinary codes or rules of professional conduct and the protection of legal interests outside the Federal Republic of Germany, this lawyer must reside at the place of the competent court or be admitted at said court. In all other cases it is not necessary for the lawyer to be resident at the place of the competent court or admitted at said court; in these cases, the insurer will bear the costs of the statutory fee, however only insofar as this fee also arose during the exercise of activity by a lawyer resident at the place of the competent court or admitted at said court. If the insured lives more than 100 km from the competent court and if a court safeguards his/her interests, the insurer will also bear the further costs of a lawyer up to the amount of the statutory fee for a lawyer who only manages the insured's correspondence with the plaintiff's counsel;
   b) the remuneration arising from a fee agreement between the insured and a lawyer acting on his/her behalf, insofar as the statutory remuneration, which would have resulted without a fee agreement, would have to be borne by the insurer in the context of a);
   c) the legal costs, including compensation for witnesses and experts who are consulted by the court, as well as bailiff costs. In arbitration proceedings, including proceedings to obtain an enforceable decision, the costs of the arbitration court will only be borne up to one and a half times the costs which would be incurred at a competent national court of first instance;
   d) the fees and expenses in proceedings in front of administrative authorities, including compensation for witnesses and experts which are consulted by the administrative authority as well as the costs of enforcement in administrative procedures;
   e) the costs of a report from a publicly appointed technical expert required for the defence in proceedings on account of a breach of a traffic law regulation under criminal or regulatory offences legislation;
   f) the costs which the insured is required to pay outside the Federal Republic of Germany in order to avoid criminal prosecution proceedings in the interim (bail bond);
   g) the costs incurred by an opponent in safeguarding his/her legal interests insofar as the insured is obliged to reimburse these costs.
2. The insurer must provide the benefits in accordance with Section 2 (1) as soon as a claim is made against the insured on account of costs.
3. The insurer will not cover
   a) costs which, due to an amicable settlement, in particular a compromise agreement, do not correspond to the relationship between success and failure, or the acceptance of these costs by the insured is not required in accordance with the legal position;
   b) the costs of compulsory enforcement for more than three applications for enforcement or protection against enforcement per enforcement decision and the costs of such applications, if these are made more than five years after the enforcement decision has become legally effective;
   c) costs, which a third party is obliged to accept due to regulations other than under maintenance legislation, insofar as no reimbursement claims have been assigned to the insurer or the insured fails to demonstrate that he/she has asked the third party to pay in writing and this has been unsuccessful;
   d) costs which a third party would be obliged to accept if there was no legal insurance;
   e) costs, insofar as the insured is only obliged to accept these because the opponent makes counterclaims or claims for offsetting, against which no insurance cover is provided under these terms and conditions or a third party is responsible for the costs incurred by the insured.
4. The agreed sum insured will constitute the maximum amount of benefit paid by the insurer in each insured event, wherein the benefits for the insured and other persons also covered under the policy are added together. The same applies to benefits due to several insurance events, which are linked in terms of time and cause. If costs are likely to exceed a sum insured, the insurer will be entitled to deposit or pay the sum assured to the insured taking account of any amounts already paid.

§ 3 General insurance cover exclusions

1. The insurance cover does not include the protection of legal interests
   a) which are directly or indirectly related to war events, hostile acts, civil commotion, internal unrest, strikes, lockouts or earthquakes;
   b) which are directly or indirectly related to nuclear damage by reactors or to genetic damage due to radiation;
   c) in terms of company, cooperative and mining trade union law;
   d) from employment contracts of the legal representatives of legal entities;
   e) in terms of patent and copyright, trademark, registered design and utility model law and other intellectual property rights as well as under competition law and when claiming or protecting against rights to forbearance in terms of competition, discount and bonus law;
   f) in terms of law relating to commercial agents;
   g) from gaming and betting agreements;
   h) covenants of warranty, contracts of guarantee, debt assumption agreements and insurance policies of all types;
   i) in terms of family and inheritance law;

k) which are directly related to the planning, construction or structural change subject to approval, of a property, building or part of a building owned by or in the possession of the insured or to be purchased by the latter;
l) from mining damage to property;
m) in terms of church law;
n) in terms of taxation and other contribution legislation;
o) in proceedings in constitutional courts as well in international and supranational courts;
p) in non-contentious proceedings;
q) in connection with bankruptcy or settlement proceedings filed in relation to the insured's assets;
r) in connection with matters relating to planning approval, reallocation of land, reparcelling and compulsory purchase;

2. The protection of the following legal interests is not included in the cover:
   a) Legal interests based on insured events which the insured has caused deliberately and contrary to the law, unless regulatory offences are involved;
   b) Legal interests arising from claims that have been assigned to the insured after the occurrence of the insured event;
   c) Legal interests arising from claims by third parties that have been made by the insured in his/her own name;
3. If the insured is accused of
   a) having breached a regulation under criminal law, insurance cover will only exist if the insured is charged with an offence, which can be committed both deliberately and negligently. Insurance cover exists as long as the insured is accused of negligent conduct or if there is no legally valid conviction on the basis of criminal intent. This provision also applies to drug offences (Section 323 a German Criminal Code [Strafgesetzbuch]) unless the punishable act committed in a state of intoxication can only be committed deliberately without being in a state of intoxication;
   b) having committed a punishable act which corresponds to an infringement of a traffic regulation, there will be no insurance cover only if it is established in law that the insured has committed the criminal offence deliberately. There will be no insurance cover either for offences committed whilst in an intoxicated state (Section 323 a German Criminal Code) if a traffic offence committed in a state of intoxication according to the grounds of the legally valid judgment would be a punishable offence without being in a state of intoxication which can only be committed deliberately.
4. Insured events, which are reported to the insurer more than three years after the termination of the insurance policy for the respective risk will not be covered.

§ 4 Legal position of third parties

1. Insurance cover is provided for the making of claims by third parties who are entitled to make individual claims for compensation by operation of law as a result of death, physical injury or damage to health of the insured.
2. Unless agreed otherwise, the insured will be the sole person entitled to exercise the rights of the insured and the co-insured under the insurance policy; the insurer will be entitled, however, to extend cover to co-insured under the insurance policy provided the insured has no objections. The protection of the legal interests of co-insured under the insurance policy against themselves and against the insured will not be covered.
3. All provisions applicable to the insured will be applied accordingly in favour of and against the persons referred to in Section 4 (1) and (2); irrespective of this, the insured will remain responsible together with these persons for the fulfilment of obligations.

§ 5 Competent court

1. In respect of legal action arising from the insurance relationship and brought against the insured, jurisdiction will be determined depending on the head office of the insurer or its branch responsible for the respective insurance relationship.
   If the insured is an individual, the court in whose district the insured is domiciled at the time of bringing the action or in the absence of this, has his/her usual place of residence is locally competent.
2. Actions may be brought by the insurer against the insured at a competent court at the domicile of the insured or, in the absence of this, his/her usual place of residence. If the insured has taken out insurance for his/her business, the insurer may also bring an action to the competent court in the place where the business has its registered office or where the branch is located.

§ 6 Occurrence of an insured event

1. In the case of claims for compensation based on statutory liability provisions, the occurrence of the loss event underlying the claim is deemed an insured event.
   Claims for compensation instead of contractual performance will not be deemed claims for compensation based on statutory liability provisions.
2. In cases where the insured is accused of breaching a regulation under criminal or regulatory offences law, disciplinary codes or rules of professional conduct, an insured event will be deemed to have occurred at the time when the insured began or is alleged to have begun breaching the respective regulation. The same applies in proceedings on account of restriction, revocation or return of a driving licence insofar as the driving licence has been restricted or withdrawn in connection with a breach of regulation under criminal or regulatory offences law.

§ 7 Obligations following an insured event

1. If the insured seeks insurance cover, he/she must
   a) inform the insurer immediately in full and truthfully of all the circumstances of the insured event, indicate evidence and documentation and provide these upon request;
   b) grant the lawyer appointed to protect his/her interests power of attorney, inform said lawyer in full and truthfully of the circumstances, provide evidence and any information and obtain the necessary documentation;
   c) provide the insurer with information regarding the status of proceedings upon request and take the necessary steps to further clarify the facts of the case, where appropriate;
   d) insofar as his/her interests are not affected unreasonably,
      da) only bring an action for an appropriate part of the claims to begin with and postpone any necessary court action in respect of the remaining claims until the decision regarding the part claims is legally valid;
      db) wait for the legal effect of other court proceedings based on the same insured event before bringing an action, which may have actual or legal significance for the intended litigation;
      dc) agree measures, which trigger costs, in particular bringing an action and filing appeals, with the insurer and prevent anything which could result in an unnecessary increase in costs or make the reimbursement of said costs by the opposite party more difficult;
   e) submit all invoices received from lawyers, experts and courts to the insurer immediately.
2. If the insured deliberately breaches any one of the obligations set out in Section 7(1), the insured will lose his/her insurance cover. In the event of a grossly negligent breach of obligation, the insurer will be entitled to reduce its benefit commensurate with the severity of negligence on the part of the insured. In the event of a breach of an obligation to provide information or clarification after the occurrence of an insured event, the full or partial discontinuation of insurance cover will presuppose that the insurer has notified the insured of this legal consequence separately in text form. If the insured demonstrates that he/she has not breached an obligation in a grossly negligent manner, the insurance cover will remain in place. Insurance cover will also continue if the insured demonstrates that the breach of obligation was not the cause of either the occurrence or the establishment of the insured event nor of the establishment or extent of performance for which the insurer is responsible. This will not apply if the insured breaches an obligation fraudulently.

§ 8 Appointment and commissioning of a lawyer

1. The insured is entitled to appoint a lawyer to protect his/her interests. The insurer will be responsible for the statutory fee payable to the lawyer pursuant to Section 2 1. a). The insured may also request, however, that the insurer appoints such a lawyer. The insurer must appoint a lawyer if the insured has not appointed one and the commissioning of a lawyer is required in the interests of the insured.
2. A lawyer will be retained by the insurer in the name of and on behalf of the insured.
3. If the insured appoints a lawyer him/herself for whom the insurer would have to pay the statutory fee pursuant to Section 2 1. a), the insurer will be exempt from its obligation to pay if it is not informed of this appointment immediately and at the same time the obligations pursuant to Section 7 1. a) are met. Section 7 (2) will apply accordingly.

4. The lawyer will be responsible to the insured for following his/her brief. The insurer will not be responsible for any work done by the lawyer.

§ 9 Examination of the prospects of success

1. If the insurer believes that the protection of the insured's legal interests does not offer sufficient prospects of success or appears to be in bad faith, it may deny liability.
   It will inform the insured of this in writing immediately providing reasons.
   If the insured is accused of being in breach of a regulation under criminal or regulatory offences law, the insurer will examine the prospects of success for defence in committal proceedings.
2. If the insurer has denied liability pursuant to Section 9 (1) and the insured does not agree with the insurer's opinion, the insured may arrange at the insurer's expense for the lawyer acting on his/her behalf or lawyer yet to be retained, to submit a justified statement to the insurer that the protection of his/her legal interests offers adequate prospects for success and does not appear to be in bad faith. The decision of the lawyer will be binding for both parties unless it clearly deviates considerably from the actual factual and legal position.
3. The insurer may allow the insured a period of at least one month in which the insured must appraise the lawyer fully and truthfully of the factual situation and provide the supporting documentation so that the lawyer is able to make the statement pursuant to Section 9 (2). If the insured fails to meet this obligation within the period stipulated by the insurer, the insurance cover will cease to apply. The insurer undertakes to notify the insured expressly of the legal consequence associated with the expiry of the respective deadline.

§ 10 Assignment, reimbursement of costs and insurance benefits

1. As long as these have not been definitively determined in terms of grounds and amount, insurance claims may not be assigned or pledged, unless the insurer has expressed written agreement in this respect.
2. Claims by the insured for the reimbursement of amounts which the insurer has paid for the insured, will transfer to the insurer as they arise. The insurer must be reimbursed for amounts that have already been paid back to the insured.
3. The insured must support the insurer when making a claim for reimbursement of costs transferred to it against a third party. The insured must provide the required supporting documentation needed as proof of subrogation in particular upon request.
4. If the insured is convicted in a final judgement on account of a deliberate breach of a regulation under criminal law and if insurance cover is therefore excluded pursuant to Section 3 (3), the insured will be obliged to repay benefits paid for him/her by the insurer, after the insured has been accused of deliberate conduct.
   The insured undertakes to repay payments made by the insurer pursuant to Section 2 1. f) (bail bond) insofar as such payments are retained as a penalty, fine or security for the enforcement of the claims for compensation against the insured or if the bail bond expires.

C. Special Terms and Conditions of Supplementary Insurance Options

I. DSV Professional Ski Instructor Insurance Cover (ARAG Allgemeine, EUROPA Versicherung, ARAG SE)

Insofar as this is taken out specifically, the cover offered by DSV CLASSIC or DSV CLASSIC PLUS will also extend to professional ski instruction.

II. DSV Baggage Insurance Cover (ARAG Allgemeine)

§ 1 Trips insured/Items and persons insured

1. Insurance cover exists for holiday trips lasting at least 4 days, i.e. an uninterrupted period of absence of the insured from his/her place of residence involving 3 consecutive overnight stays.
2. All travel baggage belonging to the insured will be covered.
3. Travel baggage will be deemed all personal travel items taken on a trip, worn on the body or as clothing or conveyed by a standard method of transport. Presents and souvenirs, which are bought whilst on a trip, will also be deemed travel baggage. Items, which are usually only taken for professional purposes, will only be insured pursuant to a special agreement. Items, which are permanently kept outside the main place of residence of the insured (for example, in holiday homes, boats, camper vans) will only be deemed travel baggage provided they are taken from their usual location on trips.
4. Inflatable boats and rubber dinghies as well as other sports equipment together with accessories will only be covered as long as they are not in normal use. Winter sports equipment together with accessories and outboard motors are not covered.
5. Furs, jewellery, items made of precious metal as well as cameras, camcorders and portable video equipment, together with their respective accessories, will only be covered (notwithstanding the compensation limit in Section 4 (1)) provided they
   a) are carried or used properly or
   b) are carried securely by the insured or
   c) are handed over for safekeeping or
   d) are placed in a properly locked room in a building, a passenger liner or in a supervised cloakroom; jewellery and items made of precious metal only if they are also kept in a secure container, which also offers increased security against the removal of the container itself.
   Furs, cameras, camcorders and portable video equipment, together with their respective accessories are also covered if they are handed over to a carrier or a left luggage office in a properly locked, opaque container.
6. Winter sports equipment of all types, including accessories, are not covered.
   Cash, securities, tickets, certificates and documents of all types, items with predominantly artistic or sentimental value, contact lenses, prostheses of any kind as well as land vehicles, aircraft and water-borne craft, together with their respective accessories, including bicycles, hang gliders and windsurfing boards (inflatable boats and rubber dinghies see however 4) are not covered. Identity documents (Section 8 1 d) are covered however.

§ 2 Insured risks and losses

Insurance cover exists

1. if insured effects are lost, destroyed or damaged whilst travel baggage is in the safekeeping of a carrier/transport company, accommodation provider, porter or left luggage office;
2. for the remainder of the trip in respect of the losses referred to in 1 as a result of
   a) theft, burglary, robbery, extortion, mischievous or malicious behaviour by a third party (deliberate damage);
   b) loss – not including leaving lying around, standing or hanging – up to the limit in Section 4 (2);
   c) accidents to means of conveyance or accidents of an insured;
   d) effect of water, including rain and snow, not as intended;
   e) storm, fire, lightning or explosion;
   f) force majeure;
3. if travel baggage is not shipped in time (does not arrive at the destination on the same day as the insured).
   Expenses incurred for replacement purchases up to 10 % of the sum insured, maximum € 375, will be reimbursed on production of a receipt.

§ 3 What is not covered?

1. The following risks are not covered:
   a) War, civil war, warlike events or internal unrest;
   b) Nuclear power (compensation for damage caused by nuclear power will be based on the Nuclear Energy Act [Atomgesetz] in the Federal Republic of Germany. Nuclear power plant operators are obliged to take out compulsory cover and respective public liability policies in this respect);
   c) Seizure, confiscation or other official action.
2. The insurer will not pay any compensation for damage caused by the natural or defective quality of insured items or ordinary wear and tear.

§ 4 Limited indemnifiable damages

1. Damage to furs, jewellery and items made of precious metal as well as to cameras, camcorders and portable video equipment, together with their respective accessories (Section 1 (5)) will be compensated per claim at a maximum of 50 % of the sum insured. Section 5 1. d) and 2 (2) will remain unaffected.
2. Damage
   a) as a result of loss (Section 2 2 b)),
   b) to presents and souvenirs purchased whilst travelling will be compensated overall at up to 10 % of the sum insured, maximum of € 375 per claim.

§ 5 Insurance cover in motor vehicles and water sports craft

1. a) Cover for theft or burglary from motor vehicles or trailers that are left unattended will only exist if the travel baggage is in a securely enclosed and locked interior space or boot.
   b) The insurer will be liable only for the full sum insured if (and this can be proven)
      ba) the loss occurred during the day between 6.00 and 22.00 or
      bb) the motor vehicle or trailer was parked in a locked garage (multi-storey car park or underground parking area, which are for general use, are not sufficient) or
      bc) the loss occurred during a break in the journey of no longer than two hours.
   c) If the insured is unable to provide proof of any of the requirements referred to in b), compensation will be limited to € 250 per claim.
   d) Where motor vehicles or trailers are left unattended, furs, jewellery and items made of precious metal as well as cameras, camcorders and portable video equipment, together with their accessories, are not covered.
2. Unattended water sports craft will only be covered against theft, burglary as well as mischievous or malicious behaviour by a third party (deliberate damage) provided the items are in a securely enclosed and locked interior space (cabin, locker or similar) of the water sports craft. Furs, jewellery, items made of precious metal as well as cameras, camcorders and portable video equipment together with their respective accessories in an unattended water sports craft are **not** covered.
3. Attendance will be deemed the constant presence of an insured person or a representative instructed by an insured person on the property to be secured, but not, for example, the surveillance of an area open for general use or similar.

§ 6 Beginning and end of insurance cover, area of applicability

1. The insurance cover begins immediately upon joining DSV aktiv or immediately after selecting the insurance cover and is valid for the period of the insured trip. Journeys, trips and stays within the insured person's permanent place of residence are not deemed to be journey. A journey, and, thus, the insurance cover begins from the time when insured property is removed from the permanent residence of the insured person for the purpose of the immediate commencement of the journey and ends as soon as the insured property arrives back at the permanent residence of the insured person. If, when travelling with a motor vehicle, the luggage is not unloaded immediately after arrival at the permanent residence, the insurance cover ends upon arrival.

   If you have selected the insurance cover directly in connection with joining DSV aktiv, the insurance cover shall initially be valid for one year after joining DSV aktiv in accordance with the duration of your membership.

   If you have selected insurance cover in the course of an ongoing membership year, the insurance cover will initially be valid until the end of the corresponding membership year. In this case, you will only be charged a pro rata premium for the insurance cover.

   In both cases, the insurance cover will be reniewed together with your membership after the end of the membership year by a further membership year if you do not object to the extension with a notice period of three months to the end of the respective membership year.
2. You may terminate the insurance cover separately by objecting to a renewal of the insurance cover with a notice period of three months to the end of the respective membership year. Alternatively, you can cancel your membership with DSV together with the insurance cover by objecting to the renewal of your membership at least three months before the end of the respective membership year.
3. The area of applicability is described in Section A. General Terms and Conditions of DSV Insurance Policies No. V.
4. Journeys, walks and stays at the insured's permanent place of residence will not be deemed trips.

§ 7 Sum insured, insurance value

1. The sum insured is € 2,600 per claim.
   The sum insured can be increased to € 5,200 in return for the payment of twice the premium.
   ARAG Allgemeine will refrain from offsetting against underinsurance.
2. The insurance value will be the amount that is generally required to acquire new items of the same type and quality at the insured's permanent place of residence, less an amount corresponding to the condition of the insured items (age, wear and tear, use etc.) (current value).

§ 8 Compensation, underinsurance

1. In an insured event, ARAG Allgemeine will pay compensation
   a) for damaged or lost items at their insurance value at the time of the occurrence of the loss;
   b) for damaged repairable items, the necessary repair costs and, where appropriate, residual depreciation, however not exceeding the insurance value;
   c) for exposure holders, image, audio and data carriers, the intrinsic value only;
   d) for the repurchase of personal identity documents, passports, vehicle documentation and other identification papers, the official fees.
2. Consequential damages will not be compensated.

§ 9 Obligations

1. The insured must
   a) notify the insurer immediately of any loss event;
   b) prevent or minimise damage where possible, in particular make claims for compensation against a third party (for example, railway, post office, shipping company, airline, accommodation provider) in due form and in due time or ensure in another manner and follow the insurer's instructions;
   c) take any action that may be beneficial in terms of clarifying the facts of the case. He/she must submit any supporting documentation which substantiates the grounds for a compensation claim amount, insofar he/she can be reasonably expected to acquire such documentation, and provide a list of all the insured items upon occurrence of the loss as per Section 1 upon request.
2. Losses or damage which occur whilst items are in the safekeeping of a transport company (including losses/damages as a result of delivery not within the period prescribed pursuant to Section 2 (3)) or accommodation provider, must be notified to these immediately. The insurer must be sent written confirmation of this.
   In the case of damage that is not externally visible, the transport company must be requested to inspect and acknowledge the damage immediately upon discovery.
   The respective periods prescribed for complaints must be taken into account here.
3. Losses or damage as a result of criminal acts (for example, theft, robbery, deliberate damage to property) must also be notified immediately to the competent police authorities by submitting a list of all the items that have been lost. The insured must arrange for this to be confirmed in writing by the police authorities.
   In the case of damages as a result of loss (Section 2 2b)), the insured will make enquiries at the lost property office.
4. a) In the event of a breach of any one of the obligations pursuant to subsections 1 to 3, the insured will have no insurance cover if the insurer exercises its right to terminate the policy without notice within one month of becoming aware of the breach of obligation. The insurer will not be entitled to termination and the insurance cover will remain in place if the obligation has been breached without fault.
   b) If the insured breaches an obligation deliberately or through gross negligence, which obligation he/she is required to meet in respect of the insurer prior to the occurrence of an insured event, the insurer may terminate the policy without notice within one month of becoming aware of the respective breach.

5. The right to terminate on the part of the insurer is excluded if the insured proves that he/she has not breached the obligation deliberately or through gross negligence.

§ 10 No liability on particular grounds

1. If the insured brings about an insured event deliberately or on the occasion of an insured event, deliberately provides information that is not true, more particularly in the notification of loss, even if this does not give rise to a disadvantage for the insurer, the insurer will be released from its obligation to provide compensation.
   If the causation of damage or loss is established through a legally valid conviction on account of deliberate intent on the part of the insured, the deliberate causation of the damage or loss will be deemed proven.
2. If the insured causes damage or loss through gross negligence, the insurer will be entitled to reduce its payment commensurate with the severity of negligence on the part of the insured.
   The insurer will be released from its obligation to provide compensation if the insured deceives, or maliciously tries to deceive the insurer regarding facts which are significant in terms of the grounds for the amount of compensation. If the deception or attempt to deceive is established through a legally valid conviction against the insured on account of deception or attempt to deceive, the requirements in sub-section 1 will be deemed proven.

§ 11 Payment of compensation

1. If the insurer's liability is established in terms of grounds and amount, compensation must be paid within two weeks. However, the minimum amount payable under the circumstances can be claimed as an advance payment one month after the notification of loss.
2. Interest will be charged on compensation at 1 % below the discounted Deutsche Bundesbank rate from notification of loss, however at least 4 % and not exceeding 6 % per year.
   The payment of interest will not apply provided compensation is paid within one month of notification of loss. Interest will not be due and payable until compensation is due and payable.
3. The emergence of the claim for advance payment and the beginning of interest shall be postponed by the period of time by which the determination of the insurer's obligation to pay benefits was delayed due to the fault of the insured person on the merits or in terms of the amount.
4. If regulatory investigations or criminal proceedings have been initiated against the insured person in connection with the insured event, the insurer may postpone payment until these proceedings have become final and absolute.

§ 12 Camping clause

1. Insurance cover also exists for losses which occur whilst camping on an official (set up by authorities, associations or private companies) campsite.
2. If items are left unattended (Section 5 (3)) in a tent or caravan, cover will only exist for losses resulting from theft, burglary as well as mischievous or malicious conduct by a third party (deliberate damage) if
   a) in the case of **tents**: the loss has not occurred between 22.00 and 6.00. The tent must at least be tied or zipped up.
   b) in the case of **caravans**: the caravan is properly securely locked.
   Furs, jewellery and items made of precious metal (Section 1 (5)) in an unattended tent or caravan will **not** be covered.
3. Cameras, camcorders and portable video equipment, together with their respective accessories, watches, optical devices, hunting weapons, radios and television sets, recording and reproduction devices, together with their respective accessories, will only be covered provided they
   a) are carried securely by the insured or
   b) are given to the official campsite custodian for safekeeping or
   c) are in a securely locked caravan or in securely enclosed and locked vehicle on an official campsite.
4. If an official campsite (sub-section 1) is not used, losses resulting from theft, burglary, robbery, extortion, mischievous or malicious behaviour by a third party (deliberate damage) will not be covered.
5. a) If there is a breach of any obligation, the insured has no insurance cover if the insurer exercises its right to terminate the policy without notice within one month of becoming aware of the breach of obligation. The insurer will not be entitled to terminate and the cover will remain in place if the obligation has been breached without fault on the part of the insured.
   b) If the insured breaches an obligation deliberately or through gross negligence, which obligation he/she is required to meet in respect of the insurer prior to the occurrence of the insured event, the insurer may terminate the policy without notice within one month of becoming aware of the respective breach.
   c) The right to terminate on the part of the insurer is excluded if the insured proves that he/she has not breached an obligation deliberately or through gross negligence.
6. In a loss event, in addition to the action stipulated in Section 10, the insured must inform the campsite management immediately and provide the insurer with written confirmation of the loss from the site management.

III. DSV 4 Seasons Combo Insurance (ARAG Allgemeine)

The 4 Seasons Combo Insurance can only be taken out as an addition to the DSV CLASSIC or DSV CLASSIC PLUS packages. The sums insured under DSV Accident Insurance will also be paid in addition to Section A.- General DSV Insurance Policy Terms and Conditions – I. and B. – Special Terms and Conditions of DSV Insurance Policies – II. (leisure time accidents) for any accidents occurring in day-to-day life.
Accidents in respect of which insurance cover already exists in the context of DSV CLASSIC and DSV CLASSIC PLUS insurance packages are not covered. Furthermore, accidents at work in accordance with the German Social Security Code (Sozialgesetzbuch VII) or occupational accidents within the meaning of civil service law regulations are not covered either. In the event of doubt, the decision of the statutory accident insurer or agency responsible for occupational accidents will be final. Accidents pursuant to Section A. – General DSV Insurance Policy Terms and Conditions – IV. are not covered.

IV. DSV Travel Cancellation Insurance Cover

1 Scope of insurance

1. The insurer shall pay compensation:
   a) in the event of non-commencement of the trip, for cancellation costs contractually owed to the travel company or another party by the insured person(s);
   b) in the event of interruption of the trip, for the additional return travel costs demonstrably incurred and other addi-tional costs of the insured person(s) directly caused by this, provided that arrival and departure are included in the insured arrangement; this also applies in the event of subsequent return. The reimbursement of these costs is based on the quality booked for the trip in relation to the type and class of the means of transport, accommoda-tion and meals. If, in deviation from the booked trip, the return journey must take place by plane, only the costs for a seat in economy class will be reimbursed.
   Medical costs, costs for accompanying persons and costs for the repatriation of a deceased insured person are not covered.
2. The insurer is liable for payment within the scope of Clause 1 if, as a result of one of the important reasons hereunder occurring to the insured person(s) or a person at risk, either incapacity to travel of the insured person(s) is to be expec-ted according to general life experience or they cannot reasonably be expected to commence the trip or complete it as planned:
   a) death;
   b) serious accidental injury;
   c) unexpected serious illness;
   d) vaccine intolerance;
   e) pregnancy;
   f) damage to the property of the insured person(s) as a result of fire, natural hazards or intentional criminal offence by a third party, provided the damage is significant or the presence of the insured person(s) is necessary to assess the damage;

g) loss of employment of the insured person(s) or of a person at risk who is travelling with them due to unexpected termination of employment by the employer for operational reasons;
h) the insured person(s) or a person at risk travelling with them takes up employment, provided that this person was unemployed when the trip was booked.

3. In addition to the insured person(s), the persons at risk are their spouse or partner, their children, parents, siblings, grandparents, grandchildren, parents-in-law and children-in-law. Persons at risk also include persons who have booked a trip together with the insured person(s).
If more than 6 persons have booked a trip together, only the respective family members of the insured person(s) indi-cated above are deemed to be persons at risk.

2 Insured trips/scope

1. Package tours and individually booked transport and rental services (e.g. flight only, booked hotel room or holiday flat or home) are insured. Travel undertaken for professional or business purposes is excluded. This includes, in particular, travelling to and from work and business trips.
2. Travel is insured worldwide.
3 Any number of trips are insured during the term of the insurance cover. The maximum insured travel price per booked trip depends on the selected tariff.

3 Insured persons

1. The DSV aktiv member who has applied for DSV aktiv Travel Cancellation Insurance Cover is insured.
2. When applying for insurance cover for the family, the member's spouse or named partner living in the same household and the named dependent children are also insured in addition to the member. Insurance cover for included children is valid until the end of the insurance year in which they reach the age of 18. The insurance cover applies regardless of whether the insured person and the co-insured persons are travelling together or separately.
3. The insured person and the co-insured person(s) are also insured if a third party has booked the trip and the insured person and the co-insured person(s) are named on the travel booking.
4. If there is a partner membership, each partner must apply separately for Travel Cancellation Insurance Cover.
5. For persons over the age of 75, insurance cover can only be taken out if they have been an DSV aktiv member for at least 3 years without interruption.
6. All provisions made for the insured person shall apply mutatis mutandis to persons included in the insurance cover. Only the person insured by the Travel Cancellation Insurance Cover is entitled to the exercise of rights and the asserti-on of claims under the Group Insurance Contract.
In deviation from Section 44 para. 2 of the German Insurance Contracts Act (Versicherungsvertragsgesetz, VVG), the insured person has a direct claim against the insurer in the event of an insured event.
In deviation from Section 35 VVG, the insurer waives their right of set-off against the insured person.

4 Exclusions

1. The insurer is not liable for the risks of war, civil war or war-like events and those arising independently of the state of war from the hostile use of weapons of war and from the presence of weapons of war as a consequence of one of such risks, political violence, riots, terrorist warnings or at-tacks, other civil unrest and nuclear energy.*
2. The insurer is released from the obligation to pay compensation if the insured event was foreseeable for the insured person(s) when the insurance cover was taken out or if the insured person(s)/person at risk caused it intentionally or through gross negligence.

5 Contribution

1. The premium for an insured person or family is shown in the premium overview. The premium for an insured person is divided into two categories:
• up to 65 years of age
• over 65 years of age
2. If the premium of an insured person changes due to their age, the reclassification to the new premium category takes place at the following premi-um due date.
3. The insurance cover can be cancelled within a period of 1 month after notification of reclassification to the new premi-um class is sent. Cancellation shall take effect on the date on which the premium is due (premium due date).
4. The first premium must be paid promptly after the request to do so by Freunde des Skisports e.V. im Deutschen Ski-verband e.V. (DSV aktiv). Further premiums are actively collected by the DSV on an annual basis. You can transfer the premium to DSV aktiv or authorise DSV aktiv to collect the pre-mium from your bank account.

6 Start and end of liability

1. The insurance cover begins immediately upon joining DSV aktiv or immediately after choosing the insurance cover. If insurance cover is chosen di-rectly in connection with joining DSV aktiv, the insurance cover is initially valid for one year after joining DSV aktiv, according to the membership.
If insurance cover is chosen during an ongoing membership year, it will initially apply until the end of the relevant membership year. In this case, only a pro rata premium will be charged for the insurance cover.
In both cases, the insurance cover is extended together with the membership following the end of the membership year by a further membership year, unless the extension is objected to with a notice period of three months to the end of the relevant membership year.
2. If the place of residence is transferred outside the EU, the Travel Cancellation Insurance Cover ends (this does not apply to transfers to Switzerland).
3. The insurance cover can be cancelled independently by objecting to an extension of the insurance cover with a notice period of three months to the end of the relevant membership year. Alternatively, DSV aktiv membership can be can-celled together with the insurance cover by objecting to the extension of the membership at least three months before the end of the relevant membership year.
4. After an insured event, the insurance cover can be cancelled by either party.
Cancellation must be received by the insurer or the insured person within one month of the conclusion of the compen-sation payment negotiation. The insured person can decide whether their cancellation is to take effect immediately or at a later date. Cancellation by ARAG becomes effective one month after receipt.

7 Insured value, sum insured, deductible

1. The sum insured should correspond to the full listed travel price (insured value). Costs for services not included therein (e.g. for additional pro-grammes) are also insured if they have been taken into account in the sum insured. The sum in-sured depends on the sum insured that was applied for and is either 1,500 euros or 3,000 euros. If family insurance cover has been applied for, the sum insured is either 3,000 euros or 6,000 euros.
The insurer shall be liable up to the amount of the sum insured less the deductible; if the additional return journey costs demonstrably incurred ex-ceed the insured value, the insurer shall also reimburse the amount exceeding the in-sured value less the deductible.
2. The insured person pays a deductible of 25 euros per person for each insured event.
If the insured event is caused by illness, accident or pregnancy, the insured person shall bear 20% of the reimbursable loss themselves, with a mini-mum of 25 euros per person.
The deductible does not apply if in-patient hospital treatment is provided. When renting a holiday flat or home, the de-ductible is charged per rent-ed property.

8 Obligations of the insured person(s) in the event of an insured event

1. The insured person(s) is/are obliged:
a) to inform the insurer immediately of the occurrence of the insured event and at the same time to cancel the trip where it was booked or, in the case of a trip that has already started, with the tour operator;

* In the Federal Republic of Germany, compensation for damage caused by nuclear energy is governed by the German Atomic Energy Act (Atomgesetz, AtG). The operators of nuclear facilities are obliged to take out liability insurance to ensure risk coverage.

b) to provide the insurer with any relevant information requested and to make all necessary evidence available to the insurer of their own accord, in particular to submit medical certificates regarding illnesses, accidental injuries, vaccine intolerance or pregnancy within the meaning of 1 Clause 2 and to enclose the booking documents;
c) to document psychiatric illnesses by means of a certificate by a psychiatrist;
d) at the request of the insurer, to release the doctors from their duty of confidentiality in relation to the insured event, insofar as this request can be complied with in a legally effective manner;
e) to submit a death certificate in the event of death;
f) in the event of loss of employment, to submit the letter of termination and, in the event of taking up employment, the notice of termination from the Job Centre as proof of the new employment relationship.

2. If the insured person(s) wilfully breach(es) one of the above obligations, the insurer shall be released from the obliga-tion to provide payment of compensation. In the event of a grossly negligent breach of obligations, the insurer is entit-led to reduce payment of compensation in proportion to the severity of the fault of the insured person(s); the insured person(s) shall bear the burden of proof that no gross negligence occurred. In deviation from sentence 2, the insurer shall be obliged to pay compensation if the breach of obligation is not the cause of the occurrence or determination of the insured event or of the determination or scope of the insurer's obligation to provide payment. However, this does not apply if the insured person(s) has/have fraudulently breached the obligation.

9 Payment of compensation

Once the insurer's obligation to pay compensation has been established on the merits and in terms of the amount, payment must occur within two weeks.

10 Subsidiarity

The insurer shall provide payment under the Group Insurance Contract if the insured person(s) is/are not entitled to reimbursement of the insured services under other existing insurance contracts.

V. DSV mountain railway ticket insurance cover (ARAG Allgemeine)

§ 1 Scope of insurance

The insurance covers the non-use or early termination of the use of a mountain railway ticket, as well as any associated, additionally booked services, including ski lessons or the rental of winter sports equipment (additional services). In order for cover to apply, this non-use or termination must be attributable to an insured event.

§ 2 Insured persons

1. Insurance cover is provided for DSV aktiv members who have separately joined the group insurance plan for mountain rail tickets (insured persons). The insurance cover applies to valid mountain railway tickets for the winter season (01 November through 01 May of the following year), even if they are purchased only after joining the group insurance plan.
2. When applying for a partner membership, the named partner may join the group insurance policy for mountain railway tickets. The partner is only deemed an insured person if their participation in the group insurance policy has also been declared.
3. When applying for insurance cover for the family, the member's spouse or named partner living in the same household and the named dependent children are also insured in addition to the member. Insurance cover for included children is valid until the end of the insurance year in which they reach the age of 18.

§ 3 Tickets

Mountain railway tickets valid for two or more days are eligible for reimbursement.

1. Multi-day tickets are tickets that can be used over several days (a minimum of two and a maximum of 15 days).
2. Season tickets are tickets that are valid for two months or more during the winter season (01 November through 01 May of the following year).
3. Annual tickets are tickets that can be used on mountain railways not only during the winter season but also during the summer months.

§ 4 Scope of insurance/benefits

1. Mountain railway ticket reimbursement:
   a) A pro-rata reimbursement of the purchase price will be provided for completely unused skiing days. Completely unused skiing days are defined as days on which the ticket was not used at all. The reimbursement amount is calculated as follows: *Ticket price ÷ number of days booked × number of completely unused days*.
   b) The maximum reimbursement amount is 800 euros per insured person. The upper limit for family memberships in total is 2,000 euros for all insured family members.
2. For season passes, a pro-rata reimbursement is available if the following conditions are met:
   a) The insured person is unable to use the season pass for a continuous period of more than 14 days due to an insured event (waiting period per event).
   b) The reimbursement is calculated on a pro-rata basis based on the ticket price, taking into account the number of days in the regular validity period.
   c) The reimbursement claim begins on the 15th day of the loss of use and is limited to the remaining period until the season pass expires, but no later than 01 May. Reimbursement will not be made for periods prior to the occurrence of the insured event, during the waiting period, or outside the season. In any case, the insurer will reimburse at least 30 euros per insured event.
   d) Special provision for vacation travel:
   If the season pass was purchased in connection with a booked trip for a specified period (e.g., package tour, lodging reservation), the reimbursement will be calculated on a daily basis, deviating from provisions a) through c): In this case, the reimbursement amounts to a flat rate of 1/14 of the purchase price per completely unused day, up to a maximum of the amount paid for the ticket. The insured person must provide evidence of the connection to a booked trip through appropriate documentation, e.g., by means of lodging reservations, travel confirmations, or cancellation invoices. For weather-related events, the waiting period is one day.
3. For annual passes, 80 percent of the purchase price (minus any usage during the summer months) is credited; in addition, the provisions for seasonal passes apply.
4. The insurer will reimburse at least 30 euros per insured event.
5. Rented winter sports equipment and ski/snowboard lessons (additional benefits):
   Additionally, costs for rented winter sports equipment and booked ski/snowboard lessons will be reimbursed, provided they are related to the purchase of the mountain railway ticket and completely unused skiing days; the following calculation basis applies:
   Costs ÷ number of booked days × number of completely unused days. The reimbursement amount is limited to a maximum of 800 euros per insured person and, for family memberships, to a maximum of 2,000 euros for all family members.
6. Subsidiarity
   The insurer will provide benefits under this group insurance policy only provided that the insured person does not receive any benefits from another existing contract with DSV aktiv/Freunde des Skisports e. V. (DSV aktiv) for the reimbursement of ski pass or mountain railway ticket costs, or provided that the sum insured agreed upon in that contract has been fully exhausted.

§ 5 Insured events

The insurer will provide insurance benefits if, after joining the group insurance plan and booking a mountain railway ticket, the insured person is not able to use their mountain railway ticket due to one of the following events:

1. Death;
2. accidental injury resulting in an inability to engage in winter sports. An accidental injury refers to a situation where the insured person involuntarily sustains physical harm caused by a sudden, external event acting upon the body, rendering participation in winter sports impossible for medical rea-

sons. This includes, but is not limited to, sprains, dislocations, fractures, or torn ligaments, if they are directly attributable to such an external event (e.g., a fall or twisting during winter sports). Injuries caused by no external influence or due to pre-existing conditions are not deemed accidents;

3. unexpected serious illness resulting in the inability to participate in winter sports. An unexpected serious illness exists if the insured person unexpectedly and suddenly suffers a medical condition requiring treatment that prevents them from participating in winter sports. Illnesses are not considered unexpected if they had already been diagnosed or treated at the time of joining the group insurance, purchasing the mountain railway ticket, or the additional benefits, or if an increased risk of deterioration was known or could be objectively identified;
4. pregnancies that were not known at the time of booking;
5. inaccessibility of the ski resort if roads or rail connections are blocked due to natural events;
6. weather-related closures. In the event of a weather-related closure of mountain railways, a reimbursement will be made if at least 50 % of the mountain railway facilities included in the coverage area of the insured mountain railway ticket could not operate on a given day as a result of weather conditions.
   Only the following events are considered weather-related:
   - storms (wind speeds exceeding 62 km/h or a weather warning of at least "orange" level),
   - risk of avalanche (at least warning level 4 on the European scale),
   - thick fog (visibility of less than 50 meters),
   - persistent heavy snowfall (10 cm of fresh snow per hour),

   The following are expressly not considered weather-related:
   - Rain,
   - lack of snow.
7. For winter sports trips, insurance cover is provided if the insured person cannot be expected to embark on the trip or if the trip must be cut short for the same reason, including:
   a) in the event of
      - death,
      - a serious accidental injury, or
      - an unexpectedly serious illness.

      of any of the following close relatives: spouse or life partner, their or the insured person's own children (including adopted, step-, and foster children), parents, siblings, grandparents, grandchildren, parents-in-law, or children-in-law.
   b) In the event of a breakdown (e.g., caused by mechanical failure or an accident) of public transportation while travelling to the mountain destination, or an accident involving your private vehicle or a taxi (excluding breakdowns caused by an empty fuel tank, a flat battery, or lost keys).
   c) The following applies additionally to a family or partner memberships:
      ARAG is obligated to provide cover for all persons listed in the family or partner membership if a risk as defined in section 5, item 7 a) has occurred for at least one of these persons. This is conditional on the fact that joint participation in a winter sports trip was intended and that, for the remaining listed persons, continuing the trip or the insured event has become unreasonable.
   d) A winter sports trip is understood to be a temporary trip with overnight stays outside the usual place of residence, with the primary purpose of participating in winter sports (e.g., skiing, snowboarding, cross-country skiing), where a valid mountain railway ticket (e.g., a multi-day or season pass) has been purchased.
      A trip is considered a winter sports trip, in particular, in the following cases:
      - Accommodation (e.g., hotel, vacation rental) in a winter sports area or a package tour has been booked,
      - the stay is in connection with a winter sports course or the rental of winter sports equipment.

      A trip is not considered a winter sports trip if it is a day trip without an overnight stay, or if it involves free overnight stays without proof of cancellation.

§ 6 Exclusions

Insurance cover is not provided in any of the following cases:

1. for insured events or circumstances that already occurred prior to joining the group insurance plan or prior to purchasing the mountain railway ticket (including the booking of additional services), or which were obviously foreseeable by the insured person;
2. for claims relating to persons with a mountain railway ticket valid for less than two days;
3. for illnesses or injuries that existed prior to the purchase of the mountain railway ticket (including the booking of additional services), or that have been diagnosed or treated, or for medically confirmed pregnancies that pose an increased risk of sudden deterioration;
4. in the event of pandemics, epidemics, or quarantine measures either in Germany or abroad;
5. for the consequences of official orders or administrative decisions by one or more states or authorities—regardless of whether they are issued collectively or individually.
   These include, without limitation:
   - business closures,
   - travel restrictions,
   - internment, detention,
   - restrictions on the freedom of movement of persons or goods,
   - orders of public authorities;
6. if the service provider, operator, or organizer fails to provide contractual services in whole or in part;
7. restrictions on the use of the mountain railway(s), for example, due to maintenance work, technical defects, strikes, work stoppages, or official orders;
8. for services or costs that are not expressly covered by these General Insurance Conditions or that have not been approved by the insurer;
9. in the event of claims relating to the professional use of the mountain railway ticket. This particularly applies to persons who use the mountain railway ticket within the scope of their professional activities, including professional athletes or hospitality workers.

§ 7 Obligations in the event of a claim

The insured person must

1. notify the insurer without undue delay, but no later than 14 days after becoming aware of the insured event and the resulting inability to use the mountain rail ticket, in writing. The notice must provide all information relevant to the assessment of the claim.
2. submit all documents required for the review of the claim in full and at their own expense.
   These include, without limitation
   - proof of purchase of a mountain railway ticket,
   - booking/cancellation confirmations,
   - proof of rental and course costs incurred,
   - medical certificates, official certifications, or equivalent evidence,
   - appropriate evidence in the event of weather-related closures of the mountain railway(s), for example
     – a confirmation from the operator (in writing or published online)
     – official information regarding lift operations,
     – public weather warnings, or media reports.
3. submit a complete and truthful written description of the circumstances of the loss.
4. upon the insurer's request, provide without undue delay, additional evidence, confirmations, or information to the extent that these are necessary for the review of the insurance claim.

§ 8 Term and premium

1. The insurance premium is paid to DSV aktiv together with the membership dues.
2. The contract is entered into for a term of one year. The insurance cover begins immediately upon joining DSV aktiv or immediately after choosing the insurance cover. If insurance cover is chosen directly in connection with joining DSV aktiv, the insurance cover is initially valid for one year after joining DSV aktiv, according to the membership.
   When joining during the year: If insurance cover is chosen during an ongoing membership year, it will initially apply until the end of the relevant membership year. In this case, only a pro rata premium will be charged for the insurance cover.
   In both cases, the insurance cover is extended together with the membership following the end of the membership year by a further membership year, unless the extension is objected to with a notice period of three months to the end of the relevant membership year.
   If a family membership with a child benefit is in effect, the member's spouse or named partner living in the same household and the named dependent children are also insured in addition to the member. Insurance cover for included children is valid until the end of the insurance year in which they reach the age of 18. However, they can then continue to be insured under a partner membership.
   The insurance cover can be cancelled independently by objecting to an extension of the insurance cover with a notice period of three months to the end of the relevant membership year. Alternatively, DSV aktiv membership can be cancelled together with the insurance cover by objecting to the extension of the membership at least three months before the end of the relevant membership year.
   Early termination of group insurance cover is permitted only in exceptional cases, where there is good cause as defined by the German Insurance Contract Act (VVG). Upon termination of the group insurance contract - be it through regular expiration, termination, or rescission - insurance cover also ends. Any claims incurred within the term of the insurance contract are subject to a three-year limitation period, starting at the end of the year following the event giving rise to the obligation to pay benefits.
3. The insured person has the right to rescind the contract. Rescission must be made in writing. The insured person may revoke their declaration of participation within 14 days of joining the group insurance plan.
4. The insurance premium must be paid in full upon joining.
5. The premium amount and the duration of cover are determined by the terms and conditions in effect at the time of joining and as specified in the group contract.

§ 9 Privacy policy and jurisdiction

1. The currently applicable privacy regulations apply, in particular the provisions of the General Data Protection Regulation (GDPR) and the German Federal Data Protection Act (BDSG).
2. Personal data is processed exclusively for the purposes of contract performance and claims processing. Data will be disclosed to third parties only insofar as this is necessary for the performance of the insurance contract or as required by law.
3. The place of jurisdiction for legal actions arising under the insurance contract is the insured person's place of residence.

§ 10 Breach of obligations

Should the insured person wilfully breach any of the obligations set forth in section 7, the insured person will lose insurance cover. In the event of a breach of an obligation due to gross negligence, the insurer is entitled to reduce its benefits in proportion to the severity of the fault. Both provisions apply only if the insurer has pointed out these legal consequences in a separate written notice. If the insured person is able to demonstrate that the breach of the obligation was not due to gross negligence, the insurance cover remains in effect. Insurance cover also remains in effect if the insured person is able to demonstrate that the breach of the obligation did not cause or contribute to the occurrence or determination of the insured event, nor to the determination or extent of the benefit. This applies to wilful and grossly negligent breaches of obligations, except where the insured person has acted fraudulently in breaching the obligation.

D. Important information

1. You are required to pay the first fee immediately after being requested to do so by Freunde des Skisports e.V. im deutschen Skiverband e.V. (DSV aktiv). The further fees are collected by DSV aktiv on an annual basis. You can transfer the fee to DSV aktiv or authorise DSV aktiv to collect the fee from your account.
2. Any notices and declarations intended for the insurer should be addressed to the head office of the respective insurer or to the competent office specified below.
3. Insured events must be reported immediately – death resulting from accident by telegram or telephone (emergency call) within 48 hours.
4. By way of derogation from section 44 (2) of the German insurance contract act (Versicherungsvertragsgesetz, "VVG"), where an insured event occurs, insured persons are granted a direct claim against the respective insurer.
5. By way of derogation from section 35 VVG, each of the insurers waive its respective set-off right vis-à-vis the insured persons.
6. Notwithstanding the other provisions in the insurance contract, insurance cover is only provided to the extent and as long as this does not conflict with economic, trade or financial sanctions or embargoes imposed by the European Union or the Federal Republic of Germany that are directly applicable to the contracting parties.
   This also applies to economic, trade or financial sanctions or embargoes imposed by the United States of America, however, only to the extent that this does not conflict with legal provisions of the European Union or the Federal Republic of Germany.
7. **Important addresses and phone numbers:**

DSV aktiv
(for any questions relating to membership/ insurance cover and other information)
Tel. +49(0)89 85790-100

General address:
Haus des Ski
Postfach 17 61
82145 Planegg, Germany

Fax: +49(0)89 85790-294
E-mail: DSVaktiv@ski-online.de

DSV-Skischadenservice
(for any claims reports concerning ski breakages/ theft of skis and related information)
Tel. +49(0)89 85790-300

Only in the event of an emergency:
24 hour emergency number
Phone: +49(0)211 963-09

DSV-Versicherungsbüro
(for any claims reports apart from ski breakage/ theft of skis)
Tel. +49(0)89 85790-100

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