

Third-Party / Passenger Legal Liability Insurance Conditions for Aircraft Owners and Air Carriers (AVB 300/2016)

1 Subject matter of the insurance		
1.1	The Insurer shall provide cover where a claim is made against the Policyholder by a third party, following a loss which has occurred during the policy period, on the basis of legal liability regulations under private law, due to the death, injury or impairment of the health of persons (bodily injury) or to the damage of destruction of property (property damage).	3.3
1.2	An insured event as defined by this policy is a loss event which could give rise to liability claims against the Policyholder.	3.4
1.3	Insurance cover comprises legal liability	3.5
1.3.1	(owner's liability) arising from the use of aircraft and due to losses caused to persons and property not transported in the aircraft. In addition to the provisions of subsection 1.1, legal liability for financial losses of third parties arising from a loss event caused by the insured aircraft crashing or conducting an emergency landing is also covered. Unless otherwise specified in the insurance policy or its endorsements, the limit of indemnity for the above-mentioned financial losses amounts to Euro 250,000 per loss event and in the aggregate for all the insured events within one insurance year.	3.6 3.6.1 3.6.2 3.6.3
1.3.2	(air carrier liability insurance) arising from the contractual transportation or carriage (not during flight training) of passengers, baggage and cargo without a declared value. The insurance cover also includes legal liability claims based on the delayed carriage of passengers or property or the loss of property.	3.7
1.3.3	In addition to the provisions of subsection 1.3.2, unless otherwise specified in the insurance policy or its endorsements, the following limits of indemnity apply for the following risks per loss event: – for losses arising from the delayed carriage of passengers Euro 7,500 per passenger; for airlines the limit of indemnity for all losses within one insurance year amounts to a maximum of Euro 250,000; – for losses arising from the delayed carriage of baggage Euro 2,000 per passenger; for airlines the limit of indemnity for all losses within one insurance year amounts to a maximum of Euro 75,000.	3.8 3.9 3.9.1 3.9.2 3.9.3 3.9.4 3.9.5
1.4	The insurance policy, its endorsements or the application show which risks or aircraft are covered.	3.10
1.5	Insurance cover is granted	3.10.1
1.5.1	(owner's liability insurance) and subsection 1.3.2 (air carrier liability insurance) for a third party's claim for compensation against the Insurer	
1.5.1.1	if insolvency proceedings have been opened in respect of the assets of the Policyholder or an application for such opening has been dismissed on account of a lack of insolvency estate or a provisional insolvency administrator has been appointed, or	
1.5.1.2	if the Policyholder's whereabouts are unknown.	
2 Additional insureds		
2.1	The cover shall also comprise the personal legal liability	
2.1.1	of the owner and of all persons who, with the knowledge and assent of the owner, are involved in flying and operating the aircraft;	
2.1.2	of the Policyholder's employees (in the case of clubs also their members), to the extent that they carry out permitted work or activities on the aircraft insured under this policy;	
2.1.3	of persons acting on behalf of the contracting air carrier, with the exception of the actual air carrier and its staff.	
2.2	Additional insureds may independently enforce their claims arising from the insurance policy.	
2.3	All of the terms and conditions which apply to the Policyholder shall apply to the additional insureds mutatis mutandis. The Policyholder shall be responsible for the fulfilment of the obligations as well as the additional insureds.	
3 Exclusions		
	Unless otherwise explicitly agreed in the insurance policy or its endorsements, the following claims shall be excluded from the cover:	
3.1	Insurance claims of any person who wilfully caused the loss;	
3.2	Liability claims if, at the time of the loss event, the aircraft was not in a condition which complied with the statutory provisions and official regulations regarding the keeping and operation of aircraft and/or where any official licences required had not been issued;	

- 3.10.2 arising from loss events of the Policyholder's legal representatives or carers if the Policyholder is without or partially without the legal capacity to transact business or requires care;
- 3.10.3 arising from loss events of his legal representatives if the Policyholder is a legal person under private or public law or an association having no legal capacity, unless the cause of the loss event bears no relation to the relevant function;
- 3.10.4 arising from loss events of the Policyholder's unlimited liability business partners, if the Policyholder is an unlimited company, limited partnership or unlimited partnership/company under civil law;
- 3.10.5 arising from loss events of the Policyholder's partners, if the Policyholder is a registered partnership;
- 3.10.6 arising from loss events of the Policyholder's liquidators and insolvency administrators.
- 3.11 Insurance cover shall not be granted for
- 3.11.1 claims arising from sprayed and dispersed damage, where no separate insurance cover was agreed for this;
- 3.11.2 liability claims attributable to asbestos, substances containing asbestos or products containing asbestos.
This exclusion shall not apply to liability claims based on losses caused by fire, explosion, collision, crash or a registered in-flight emergency of an aircraft leading to an unusual flight condition.
- 3.11.3 Liability claims for losses caused by the exchange, forwarding or provision of electronic data, where the losses were caused due to
- data being deleted, suppressed, rendered useless or amended;
 - the failure to record data or the incorrect storage of data;
 - a disruption of access to an electronic data exchange;
 - the forwarding of confidential data or information.
- 3.12 Notwithstanding subsection 1.3.1 paragraph 2, financial losses are excluded.
- 3.13 Insurance claims based on the non-adherence to deadlines, appointments and cost estimates are excluded;
- 3.13.1 insurance claims due to the loss of property, also of cash, securities and other valuables, are excluded.
- 3.14 Liability claims based on losses caused by hostility, unfair practices, harassment, inequality or any other type of discrimination are excluded.

4 Commencement and expiry of cover

- 4.1 Insurance cover shall commence at the point in time stated in the insurance certificate provided that the Policyholder pays the initial or single premium without delay after the due date as defined in subsection 5.1.
- 4.2 The policy shall be concluded for the term stated in the insurance certificate.
- 4.3 In the case of a policy term of at least one year, the policy shall be renewed by one year every year if notice of cancellation is not received by a party to the policy from the other party three months before the end of the respective insurance year at the latest.
- 4.4 In the case of a policy term of less than one year, the policy shall terminate at the specified point in time without the need for notice of cancellation.
Any cancellation of the policy must be in the form of text, no matter whether it is cancelled by the Policyholder or the Insurer.

5 Premium payment, due dates, default

- 5.1 The initial or single premium shall fall due immediately upon conclusion of the insurance policy, but not before the date of commencement of cover specified in the insurance certificate.
Where payment of the annual premium in instalments has been agreed, only the first instalment of the first annual premium is deemed to be the initial premium.
- 5.2 If the Policyholder does not pay the initial or single premium on time but at a later date, then insurance cover shall not begin until such date provided that this legal consequence was pointed out to the Policyholder by means of a separate notice in the form of text or a conspicuous note in the insurance certificate. This shall not apply if the Policyholder can prove that he is not responsible for the non-payment.
- 5.3 If the Policyholder fails to pay the initial or single premium on time, the Insurer can withdraw from the policy as long as the premium has not been paid. The Insurer may not withdraw from the policy if the Policyholder can prove that he is not responsible for the non-payment.
- 5.4 The subsequent premiums shall fall due on the agreed dates.
- 5.5 If a subsequent premium is not paid on time, the Policyholder shall fall into arrears without a reminder unless he is not responsible for the delay in payment. The Insurer is entitled to claim compensation for the loss incurred as a result of the delay in payment.
- 5.6 If a subsequent premium is not paid on time, the Insurer can set the Policyholder a deadline for payment of at least two weeks at the latter's cost in the form of text. The provision shall only be valid if it mentions the outstanding amounts of premium, the interest and the costs individually and states the legal consequences which, pursuant to subsections 5.7 and 5.8, are connected with the expiry of the deadline.

- 5.7 If the Policyholder is still in default after expiry of this payment deadline, no insurance cover shall exist from this point in time until payment is received, if this was pointed out to the Policyholder in the request for payment pursuant to subsection 5.6.
- 5.8 If the Policyholder is still in default after expiry of this payment deadline, the Insurer can cancel the policy without notice provided that this was pointed out to the Policyholder in the request for payment pursuant to subsection 5.6.
If the Insurer has cancelled the policy and the Policyholder pays the dunned premium within one month of this, the policy will continue to exist. However, no insurance cover is granted for any insured events which occur between the expiry of the payment deadline and the payment.
- 5.9 Where payment of the annual premium in instalments is agreed, the outstanding instalments shall fall due immediately if the Policyholder falls into arrears with the payment of one instalment.
In addition, the Insurer can demand annual payment of the premium in future.
- 5.10 Where collection of the premium by direct debit is agreed, the Policyholder must ensure that the premium can be debited on the due date.
Where the Insurer could not collect the due premium through no fault of the Policyholder, the payment shall still be deemed to be on time if effected immediately upon submission of a request for payment in the form of text by the Insurer.
- 5.11 If the premium due cannot be collected by direct debit because the Policyholder withdrew the SEPA direct debit mandate or is otherwise responsible for the premium not being debited, the Insurer shall have the right to demand future payment of premiums by a method other than by SEPA direct debit.
The Policyholder is not obliged to transfer the premium until requested to do so by the Insurer in the form of text.
- 5.12 In the case of a premature termination of the policy, unless otherwise stipulated by law the Insurer shall only be entitled to that part of the premium which corresponds to the period during which insurance cover existed.

6 Insurance benefits

- 6.1 Insurance cover includes the examination of the issue of liability, defence against unjustified claims for compensation and the indemnification of the Policyholder for justified obligations to pay compensation.
Obligations to pay compensation are justified if the Policyholder is obliged to pay compensation by law, a final judgment, acknowledgement or settlement and the Insurer is bound by this. Acknowledgements and settlements submitted or entered into by the Policyholder without the Insurer's consent shall only be binding on the Insurer if the claim would have existed even without the acknowledgement or settlement.
If the Policyholder's obligation to pay compensation is determined to be binding for the Insurer, the Insurer is obliged to indemnify the Policyholder for the claim of the third party within two weeks.
- 6.2 The Insurer is authorised to submit any declarations it deems expedient for the processing of the claim or for defence against compensation claims on the Policyholder's behalf.
Where an insured event results in litigation regarding claims for compensation against the Policyholder, the Insurer shall be authorised to conduct the case. The Insurer shall then conduct the case at its own cost on behalf of the Policyholder.
- 6.3 The insurance shall also cover costs of defence incurred with the Insurer's agreement during criminal or offence proceedings which were instituted due to an act which could result in the Policyholder being liable towards a third party.
- 6.4 If the Policyholder or an additional insured obtains the right to demand the cancellation or reduction of a payable annuity, then the Insurer shall be authorised to exercise this right.

7 Limitation of benefits

- 7.1 The compensation payable by the Insurer shall be limited in each loss event to the agreed indemnity limits. This also applies if the insurance cover includes several persons liable to pay damages.
- 7.2 Several losses arising from the same time period and the same cause(s) which, especially in factual and temporal terms, are connected to each other, shall be deemed to constitute one loss event.
- 7.3 If the Policyholder himself indemnifies a loss eligible for compensation, then only the original costs without any profit element shall be compensated.
- 7.4 The costs incurred by the Insurer shall not be deducted from the indemnity limit.
- 7.5 If the justified liability claims from an insured event exceed the indemnity limit, the Insurer shall pay the cost of litigation in the proportion which the indemnity limit bears to the total amount of these claims.

- 7.6 If the Policyholder is obliged to effect pension payments to the claimant and if the capital value of the pension exceeds the limit of indemnity or the residual amount of the limit of indemnity after deduction of any other possible payments arising from the insured event, then the Insurer shall refund the pension payable only in the proportion which the limit of indemnity, or its residual amount, bears to the capital value of the pension.
- The relevant provision of the regulation concerning insurance coverage in Motor Third Party Liability insurance in the version in force at the time of the insured event shall apply to the calculation of the pension value.
- In the calculation of the amount which the Policyholder must contribute to regular pension payments, if the capital value of the pension exceeds the indemnity limit or the indemnity limit left after deduction of all other benefits, then the full amount of the other benefits will be deducted from the indemnity limit.
- 7.7 If the settlement of a claim by acknowledgement, satisfaction or compromise demanded by the Insurer fails due to the conduct of the Policyholder, the Insurer shall not be liable to pay any additional compensation, interest and costs accruing since the Policyholder's refusal.

8 Foreign claims and claims brought before foreign courts

- 8.1 Inclusion of foreign claims
- The following applies to claims occurring abroad:
- 8.1.1 The insurance includes legal liability for claims occurring abroad pursuant to the law of the relevant country (cf. however subsection 8.1.2).
- 8.1.2 For claims in the USA, US territories or Canada, in derogation of subsection 8.1.1 insurance cover is only provided by separate agreement.
- If insurance cover is agreed for claims in the USA, US territories or Canada, the following applies in addition:
- Notwithstanding subsection 7.4, costs paid by the Insurer shall be deducted from the limit of indemnity as benefit payments.
- Costs are deemed to be: fees for lawyers, surveyors, experts, witnesses and courts, expenditure for the avoidance or minimisation of the loss at the time of or after the occurrence of the insured event, loss appraisal costs, and travel expenses which the Insurer does not incur itself. This shall also apply if these costs are incurred on the Insurer's instructions.
- 8.1.3 No insurance cover is granted for claims for compensation of a sanctioning nature, especially punitive or exemplary damages.
- 8.1.4 No cover is granted for claims due to occupational accidents or illnesses of persons employed or assigned work abroad by the Policyholder.
- 8.1.5 Payments made by the Insurer shall be in euro. If the place of payment is outside the states which belong to the European Monetary Union, the obligations of the Insurer shall be deemed to be fulfilled when a financial institute in the European Monetary Union is instructed to transfer the euro amount.
- 8.2 Claims brought before foreign courts
- The following shall apply to any claims from insured events brought before foreign courts:
- 8.2.1 Insurance cover for any claims filed in the USA, US territories or Canada is only provided upon special agreement.
- If insurance cover is agreed for claims in the USA, US territories or Canada, the following applies in addition:
- Notwithstanding subsection 7.4, costs paid by the Insurer shall be deducted from the limit of indemnity as benefit payments.
- Costs are deemed to be: fees for lawyers, surveyors, experts, witnesses and courts, expenditure for the avoidance or minimisation of the loss at the time of or after the occurrence of the insured event, loss appraisal costs, and travel expenses which the Insurer does not incur itself. This shall apply even if these costs are incurred on the Insurer's instructions.
- 8.2.2 No insurance cover is granted for claims for compensation of a sanctioning nature, especially punitive or exemplary damages.
- 8.2.3 Payments made by the Insurer shall be in euro. If the place of payment is outside the states which belong to the European Monetary Union, the obligations of the Insurer shall be deemed to be fulfilled when a financial institute in the European Monetary Union is instructed to transfer the euro amount.

9 Obligations following the occurrence of an insured event

- 9.1 Every loss event must be reported to the Insurer or the department specified in the insurance certificate at once. The initial report should include:
- the type of aircraft, registration number, the time, location, presumed cause and approximate extent of the loss,
 - the address, telephone and fax number and email address of the person responsible for the damaged aircraft and of the responsible pilot.

If a preliminary investigation is initiated, an action brought or a fixed penalty order, regulatory offence notice or default summons issued, then the Insurer must be notified of this without delay even if the loss event itself has already been reported.

If a claimant files a claim against the Policyholder, the Policyholder must notify the Insurer of this within one week of the filing of the claim.

If a claim is made against the Policyholder through the courts, legal aid is applied for, or a third-party notice is served on him by the courts, he must also report this without delay. The same shall apply in the event of an arrest, a temporary injunction or proceedings for the preservation of evidence.

- 9.2 The Policyholder is obliged to prevent and minimise loss as far as possible whilst observing the Insurer's instructions, and do anything to help clarify the circumstances of the loss event, provided that nothing unreasonable is demanded of him. He must support the Insurer in its defence against the claims as well as during the loss investigation and adjustment, provide the Insurer with comprehensive and truthful loss reports, notify the Insurer of all circumstances of relevance to the loss event and send the Insurer all documents which are in the Insurer's opinion important for the assessment of the loss event.
- 9.3 If a liability claim leads to litigation, the Policyholder shall leave the handling of the case to the Insurer, grant power of attorney to the lawyer appointed or designated by the Insurer and render all explanations considered necessary by him or the Insurer. Without awaiting the Insurer's instruction, the Policyholder must within the specified deadlines appeal against dunning notices or orders issued by administrative authorities to pay compensation, or pursue the necessary legal remedies.
- 9.4 The Policyholder is not entitled to acknowledge or satisfy a liability claim in full, in part or by compromise settlement without the Insurer's consent. If he does so nevertheless, the Insurer shall be released from its obligation to pay benefits, unless the Policyholder could not in the circumstances refuse satisfaction or acknowledgement without obvious unfairness.
- 9.5 If, due to altered circumstances, the Policyholder acquires the right to demand the cancellation or reduction of a pension which is to be paid, he shall be obliged to allow the Insurer to exercise this right on his behalf. The provisions of subsections 9.2 to 9.4 shall apply accordingly.
- 9.6 The Insurer is authorised to submit any declarations it deems expedient for the settlement of or defence against claims within the indemnity limit on behalf of the Policyholder.

10 Exemption from liability in the event of a breach of obligations

- 10.1 Should the Policyholder or one of his representatives deliberately violate contractually agreed obligations, then the Insurer shall be exempt from liability to pay benefits. Should the Policyholder or one of his representatives violate a contractually agreed obligation through gross negligence, then the Insurer shall be entitled to reduce its benefits in proportion to the degree of negligence on the part of the Policyholder.
- 10.2 In the case of a deliberate or grossly negligent breach, the Insurer shall still be liable to pay benefits if the breach did not cause the occurrence or ascertainment of the insured event nor the ascertainment or scope of the Insurer's liability to pay benefits. This shall not apply if the Policyholder fraudulently violated the obligation.
- 10.3 A precondition for the Insurer's entire or partial exemption from liability as per paragraph 2 in the event of a breach of a duty of information or disclosure after the occurrence of an insured event is that the Insurer pointed this legal consequence out to the Policyholder in a separate note in the form of text.

11 Cancellation following an insured event

- 11.1 Both parties can cancel the insurance policy after the occurrence of an insured event. The cancellation must be received by the contract partner in the form of text one month at the latest after the end of negotiations about the compensation or after payment of the compensation, whichever is later.
- If the Policyholder cancels the policy, cancellation shall take effect immediately upon receipt by the Insurer. The Policyholder can, however, stipulate that the cancellation take effect at a later time, but no later than the end of the current insurance period.
- Cancellation by the Insurer shall take effect one month after receipt by the Policyholder.
- 11.2 If the policy is cancelled prematurely by the Insurer, unless the law provides otherwise the Insurer shall only be entitled to the part of the premium which corresponds to the length of time that the policy was effective.
- In the case of a premature termination of the policy by the Policyholder, however, the Insurer shall be entitled to the premium for the current insurance period.

12 Legal relationship between the parties to the policy

- 12.1 If the insurance extends to liability claims against persons other than the Policyholder, all the provisions in the insurance policy which relate to the Policyholder shall also apply mutatis mutandis to these persons. The Policyholder shall, apart from the insured, remain responsible for fulfilment of the obligations under this policy.
- 12.2 The entitlements arising from the insurance cannot be assigned without the Insurer's consent before they have been definitively ascertained.

13 Duty of disclosure precedent to the policy

- 13.1 **Completeness and accuracy of statements regarding material facts**
Prior to the submission of his policy declaration, the Policyholder must report to the Insurer in the form of text all facts material to the risk about which the Insurer has enquired in the form of text and which are of import for the Insurer's decision to conclude the policy with the agreed terms. The Policyholder must also provide information if, after submission of his policy declaration but prior to acceptance of the policy, the Insurer makes enquiries in the form of text as per sentence 1.
Material facts are those circumstances which could possibly influence the decision of the Insurer to conclude the policy at all or to conclude it with the agreed content.
If the policy is concluded by a representative of the Policyholder's or a representative without power of representation and if this representative is aware of the material fact, the Policyholder must let himself be treated as if he himself had known of it or fraudulently concealed it.
- 13.2 **Withdrawal**
- 13.2.1 **Preconditions for withdrawal**
Should the Policyholder be in breach of the obligations mentioned in subsection 13.1, then the Insurer is entitled to withdraw from the insurance policy.
- 13.2.2 **Exclusion of the right of withdrawal**
The Insurer has no right of withdrawal if the Policyholder proves that he or his representative provided the incorrect or incomplete information neither deliberately nor due to gross negligence.
In such case the Insurer is however entitled to terminate the policy with one month's notice.
The Insurer's right of withdrawal due to a grossly negligent breach of the duty of disclosure shall not exist if the Policyholder proves that the Insurer would have concluded the policy, albeit at different terms, even if it had known of the facts which were not disclosed.
The other conditions shall become an integral part of the contract with retroactive effect upon the request of the Insurer; in the case of a breach of duty for which the Policyholder does not bear responsibility they shall become an integral part of the contract from the beginning of the current period of insurance.
The Insurer shall only be vested with the rights according to subsection 13.2 if it has informed the Policyholder by separate notice in the form of text of the consequences of a breach of the obligation to notify. These rights shall not exist if the Insurer knew of the risk circumstance which was not disclosed or of the incorrectness of the disclosure.
If, as a result of a policy adjustment as per subsection 13.4, the premium increases by more than 10 %, or if the Insurer excludes risk cover for the undisclosed circumstance, the Policyholder may cancel the policy without notice in writing within one month of receipt of the relevant notification from the Insurer. The Insurer must receive the cancellation in the form of text.
- 13.2.3 **Consequences of withdrawal**
Insurance cover shall not exist in the event of withdrawal.
If the Insurer withdraws from the policy following the occurrence of an insured event, it may not deny insurance cover if the Policyholder proves that the circumstance which had not been disclosed in full or had been disclosed inaccurately was neither causal with regard to the occurrence of the insured event nor with regard to the determination or the amount of compensation. In this case too however, no insurance cover exists if the Policyholder fraudulently violated the duty of disclosure. The Insurer shall be entitled to the part of the premium corresponding to the part of the policy period which has passed by the time the declaration of withdrawal becomes effective.
- 13.3 **Cancellation**
Where the Insurer cannot withdraw from the policy because the breach of the obligation to notify was neither deliberate nor due to gross negligence, the Insurer can cancel the policy in writing with one month's notice.
The right of cancellation shall be excluded if the Policyholder can prove that the Insurer would have concluded the policy, albeit on different terms, even if it had known of the circumstances which were not disclosed.
- 13.4 **Retroactive adjustment of policy**
Where the Insurer cannot withdraw or cancel because it would have concluded the policy, albeit at different terms, even if it had known of the circumstances which were not disclosed, the other conditions shall become an integral part of the policy with retroactive effect if the Insurer so requests. If the Policyholder is not responsible for the breach of duty, the other conditions shall become an integral part of the policy as from the current insurance period.
If, through the policy adjustment, the premium increases by more than 10 % or the Insurer excludes risk cover for the undisclosed circumstance, the

Policyholder may cancel the policy without notice in the form of text within one month of receipt of the relevant notification from the Insurer.

13.5 Exercising of the Insurer's rights

The Insurer must exercise the rights assigned to it by subsections 13.2 to 13.4 within one month in writing. The period shall commence at such time as the Insurer learns of the breach of the duty of disclosure on which the right it is asserting is founded. The Insurer must disclose the circumstances upon which it bases its declaration; it may later cite further circumstances to justify its declaration if the one month time limit to do so has not expired.

The Insurer shall only be vested with the rights according to subsections 13.2 to 13.4 if it has pointed out the consequences of any breach of the duty of disclosure to the Policyholder by separate notice in the form of text.

The Insurer cannot invoke the rights specified under subsections 13.2 to 13.4 if it knew of the withheld material fact or the inaccuracy of the notice.

13.6 Rescission

The right of the Insurer to contest the policy due to fraudulent misrepresentation shall remain unaffected. In the event of rescission, the Insurer shall be entitled to the part of the premium corresponding to the length of time the policy was valid until the declaration of rescission became effective.

14 Assignment prohibition/time limits

14.1 The claim for indemnification may not be assigned or pledged before the final determination thereof without the approval of the Insurer. An assignment to the injured party is permitted.

14.2 Claims arising from the insurance policy are subject to a limitation period of three years. The calculation of the time limits is governed by the general provisions of the German Civil Code (BGB).

14.2.1 If a claim under the insurance policy is reported to the Insurer, the limitation period shall be suspended from the time the claim is reported until the time when the decision of the Insurer is delivered to the claimant in the form of text.

15 Applicable law, court of jurisdiction

15.1 This policy is governed by German law.

15.2 Legal action against the Insurer

In the event of any legal action brought against the Insurer arising from the insurance policy, the legal venue shall be determined by the location of the Insurer's head office or of the branch office responsible for the insurance policy.

If the Policyholder is a natural person, the local court in the district where the Policyholder has his permanent place of residence or, in the absence of one, his habitual place of residence at the time the action is brought shall also have jurisdiction. This does not apply if the Policyholder moves his permanent or habitual place of residence outside of the reach of this law after signing the contract or his permanent or habitual place of residence is unknown at such time as the action is filed.

15.3 Legal action against the Policyholder

If the Policyholder is a natural person, legal actions against him arising from the insurance policy must be brought before the competent court for his permanent place of residence or, in the absence of one, his habitual place of residence. If the Policyholder is a legal person, the competent court depends on the domicile or branch office of the Policyholder. The same applies if the Policyholder is an unlimited company, a limited partnership, a company under civil law or a registered partnership.

16 Notifications, declarations of intent, change of address

16.1 All notices and declarations intended for the Insurer are to be submitted to the head office of the Insurer or to the branch office designated as responsible in the insurance certificate or its endorsements.

16.2 Should the Policyholder not have informed the Insurer of a change of address, all declarations of intent to be made to the Policyholder shall be deemed valid if sent by registered mail to the last address known to the Insurer. The declaration shall be deemed to have been received three days after the letter was dispatched. This applies mutatis mutandis in the event of a change of the Policyholder's name.

16.3 If the Policyholder took out the insurance for his commercial operations, the terms of subsection 16.2 shall apply mutatis mutandis in the event of a relocation of the commercial operations.