AXA Versicherung AG

Aviation Personal Accident Insurance Conditions (AVB 200/2008)

1 Object of the insurance

1.1 The insurer shall provide insurance cover in the event of accidents which befall the insured during the period of validity of the policy.

1.2 The insurance shall cover accidents all over the world

1.2.1 from boarding an aircraft to disembarking, including accidents during embarking/disembarking. The insurance also covers accidents which occur in the event of a stopover during the time spent at airports or landing strips and in the event of an emergency landing in the immediate vicinity of the aircraft,

1.2.2 during the use of sport aircraft, including during the landing,

1.2.3 also during a necessary alternative carriage of passengers of airline companies. The insurance cover shall not be interrupted by a temporary leaving of the aircraft, but shall not be provided for accidents if the time spent outside of the aircraft is used for purposes which have no causal connection to the substitute transport operation.

1.3 The types of benefits which can be insured are specified in detail in Section 6. The insurance certificate, its endorsements or the application shall show which risks and types of benefits have been contractually agreed.

1.4 An accident shall be deemed to have occurred when the insured person has involuntarily suffered a health impairment due to an event (an accident) having a sudden effect on their body from the outside.

1.5 An accident shall also be deemed to have occurred when, as a consequence of increased physical exertion to limbs or extremities or the spine, a joint is dislocated or muscles, tendons, ligaments or capsules are stretched, strained or torn.

2 Exclusions

No cover is granted for accidents

2.1.1 befalling the insured as the pilot of an aircraft if the insured does not hold the prescribed permits, requisite authorisations or proof of qualifications at the time of the accident or if the aircraft is not in a state fulfilling the legal requirements and official regulations concerning the ownership and operation of aircraft and/or if the official authorisations, where required, had not been given.

2.1.2 caused by mental derangements or cognitive disorders, including such due to drunkenness, and by strokes or seizures, epileptic fits or other spasmodic fits affecting the whole body of the insured. Cover shall be granted, however, if such disorders, derangements, fits or paroxysms were caused by an accident included in this policy.

2.1.3 which befall the insured as a consequence of the insured intentionally carrying out or attempting to carry out a criminal offence.

2.1.4 which are caused directly or indirectly by acts of war or civil war. However, insurance cover shall still be granted if the insured is unexpectedly affected by acts of war or civil war while travelling abroad. This insurance cover shall expire at the end of the seventh day after the outbreak of war or civil war on the territory of the state where the insured person is staying.

The extension shall not apply to journeys within or through states on whose territory war or civil war is already being waged. Furthermore, cover shall not be granted in the case of any active participation in war or civil war or any accidents caused by nuclear, biological or chemical weapons or in connection with a war or a warlike conflict between any of the following countries: China, Germany, France, Great Britain, Japan, Russia or the U.S.A.

2.1.5 which are caused directly or indirectly by nuclear energy.

2.2 for health impairments caused by radiation.

2.3 for damage to health caused by therapeutic measures or surgical treatment which the insured carries out or has carried out on their body.

Cover shall be granted, however, if the surgical or therapeutic treatment, including diagnostic radiology or radiotherapy treatment, was occasioned by an accident included in this policy.

2.4 for infections.

Insurance cover shall be granted, however, if the pathogenic germs entered the body through an accidental injury covered by this policy.

However, skin lesions and mucous membrane injuries, which are as such of a minor nature and through which pathogenic germs entered the body immediately or later, are not deemed to be accidental injuries; this restriction does not apply to rabies and tetanus.

For infections caused by medical or therapeutic treatment, Subsection 2.3, Sentence 2 shall apply mutatis mutandis.

2.5 for poisoning caused by taking in solid or liquid substances through the throat.

2.6 for abdominal or hypogastric hernias.

Insurance cover shall still be granted, however, if such hernias are caused by a violent impact from the outside which is covered by this policy.

2.7 for injury to intervertebral discs, bleeding from internal organs and cerebral haemorrhage.

Insurance cover shall be granted, however, if an accident covered by this policy as defined in Subsection 1.4 was the predominant cause.

2.8 for pathological disorders due to psychological or mental reactions, irrespective of their cause.

3 Non-insurable persons

3.1 Persons permanently in need of frequent or constant care as defined by social long term care insurance and persons who are mentally ill are not eligible for insurance and not insured even if premiums are paid.

3.2 Insurance cover shall expire as soon as the insured is no longer insurable as per Subsection 3.1. The insurance shall end simultaneously for this person.

3.3 The premium paid for non-insurable persons since the commencement of ineligibility shall be paid back.

4 Beginning and end of insurance cover

4.1 Insurance cover shall begin at the time stated in the certificate of insurance if the insured pays the initial or single premium without delay when it falls due within the meaning of Subsection 5.1., Paragraph 2.

4.2 The policy is concluded for the period stated in the certificate of insurance.

4.3 With a policy term of at least one year, the policy shall be prolonged by one year at a time if no notice of cancellation has been received by the contractual partner three months before the end of the relevant insurance year at the latest.

4.4 With a policy term of less than one year, the policy shall end at the envisaged time with no notice of cancellation required.

4.5 Unless otherwise specified, the policy shall expire at the end of the insurance year in which the insured reaches the age of 75, provided that it does not comprise a passenger seat accident insurance.

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 commencement of insurance specified in the certificate of insurance. If payment of the annual premium in instalments was agreed, only the first instalment of the first annual premium shall be 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 the policyholder's attention has been drawn to this legal consequence by means of a special notice in the form of text (pursuant to sec. 126b BGB: e-mail, telefax etc.) or in the form of an explicit note in the certificate of insurance. This shall not apply if the policyholder can prove that he is not responsible for the default of 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 proves that he is not responsible for the non-payment.

5.4 The subsequent premiums shall fall due as of the agreed due dates.

5.5 If a subsequent premium is not paid on time, the policyholder shall be in default without a reminder unless he is not responsible for the default of payment. The insurer shall be entitled to claim compensation for the loss incurred through the default of payment.

5.6 If a subsequent premium is not paid on time, the insurer can set the policyholder a deadline for payment in the form of text at the cost of the policyholder, and the period up to the deadline must be at least two weeks. This specification is only valid if it specifies the overdue amounts of premium,, interest and costs in detail and states the legal consequences connected with the expiry of the deadline according to Subsections 5.7 and 5.8.

5.7 If the policyholder is still in default after expiry of the deadline, no insurance cover shall exist from this point in time until payment is received, provided that this was pointed out to the policyholder with the request for payment as per Subsection 5.6.

5.8 If the policyholder is still in default after expiry of the deadline, the insurer can cancel the policy without notice provided that it has pointed this out to the policyholder with the request for payment as per Subsection 5.6.

If the insurer has cancelled the policy and the policyholder then pays the dunned premium within one month, the policy shall remain in force. However, no insurance cover shall be granted for any claims occurring between the expiry of the payment deadline and payment.

5.9 Where payment of an annual premium in instalments was agreed, the other outstanding instalments shall fall due immediately if the policyholder defaults on payment of a single instalment. In addition, the insurer may demand annual payment of the premium in future.

5.10 If collection by direct debit is agreed, the policyholder must ensure that the premium can be debited on the due date. If the insurer cannot debit the due premium through no fault of the policyholder's, payment shall be deemed to be on time if it is effected immediately upon submission of a request for payment in the form of text by the insurer.

5.11 If the amount due cannot be collected by direct debit because the policyholder has withdrawn the corresponding authorisation or if the policyholder is otherwise responsible for a premium not being able to be debited, the insurer shall have the right to demand future payment of premiums by a method other than by direct debit. The policyholder is obliged to transfer the premium only when requested to do so in the form of text by the insurer.

5.12 Unless otherwise regulated by law, if the policy is terminated early, the insurer shall only be entitled to that part of the premium which corresponds to the period of insurance during which cover existed.

6 Types and size of benefits

6.1 Disability benefits

6.1.1 Preconditions of payment of benefits:

6.1.1.1 The physical or mental capacity of the insured is permanently impaired as a result of the accident (disability).

The disability occurred within one year of the accident and was established in writing by a doctor and reported to the insurer within 15 months of the accident.

6.1.1.2 No right to disability benefits shall exist if the insured dies due to the accident within one year of the accident.

6.1.2 Type and amount of benefit:

6.1.2.1 The disability benefit shall be paid as a lump sum.

6.1.2.2 The calculation of the benefit is based on the sum insured and the degree of disability resulting from the accident.

6.1.2.3 In the event of the loss or functional disability of the parts of the body a sensory organs named below, the following degrees of disability shall apply exclusively:

Arm at the shoulder joint	70 %
Arm above the elbow	65 %
Arm below the elbow	60 %
Hand at the wrist	55 %
Thumb	20 %
Index finger	10 %
Any other finger	5 %
Leg above the middle of the thigh	70 %
Leg up to the middle of the thigh	60 %
Leg up to below the knee	50 %
Leg up to mid-calf	45 %
Foot at the ankle	40 %
Big toe	5 %
Any other toe	2 %
Eye	50 %
Loss of hearing in one ear	30 %
Sense of smell	10 %
Sense of taste	5 %

In the event of partial loss or reduction in capacity of any of the above, the corresponding proportion of the relevant percentage shall be applied.

6.1.2.4 For other parts of the body or sensory organs, the degree of disability is measured by the extent to which the normal physical or mental capacity is impaired overall. Only medical aspects shall be taken into consideration in this regard.

6.1.2.5 If any parts of the body or sensory organs or their functions affected as a consequence of the accident were already permanently reduced in capacity before the accident, then a reduction shall be applied for the degree of disability which existed prior to the occurrence of the accident. . This shall be calculated according to Subsections 6.1.2.3 and 6.1.2.4.

6.1.2.6 If several parts of the body or sensory organs are impaired as a consequence of the accident, then the degrees of disability calculated according to the above provisions shall be added together. However, no more than 100% will be taken into consideration.

6.1.2.7 If, pursuant to these provisions and the application of Section 7, an accident results in a disability of the insured of at least

70 percent before the age of 25,
80 percent before the age of 50,
90 percent before the age of 65,

then double the disability benefit shall be paid. The age of the insured when the accident occurs is decisive.

The additional benefit shall be limited to EUR 200,000 per person insured.

Should other aviation accident insurance policies exist for the insured person with the same insurer or other insurers and contain the same limitation of the sum insured, then the maximum sum shall apply to all insurance policies together.

6.1.2.8 If the insured dies

- within one year of the accident of a cause unrelated to the accident, or
- irrespective of the cause of death, later than one year after the accident,

and if a claim to disability benefit had arisen, then the insurer shall pay benefit according to the degree of disability which would have been expected on the basis of the medical reports.

6.2 Transitional benefits

6.2.1 Preconditions of payment of benefits:

6.2.1.1 The normal physical or mental capacity of the insured is – due to the accident and with no contributory effects of any illnesses or ailments

- still reduced by 100% (First Level) three months after the date of the accident, or

six months after the date of the accident still impaired by at least 50% (Second Level).

6.2.1.2 These impairments existed without interruption during the specified periods.

6.2.1.3 The transitional benefit of the first level must be claimed from the insurer four months at the latest and that of the second level seven months at the latest after the accident; in both cases, a medical report must be submitted.

6.2.2 Type and amount of benefit:

The transitional benefit of the first level shall be paid in the amount of half of the agreed sum insured, that of the second level in the amount of the whole of the agreed sum insured. Benefits paid for the first level shall be offset.

6.3 Daily benefits

6.3.1 Preconditions of payment of benefits:

Due to the accident, the insured's ability to work is impaired and the insured is undergoing medical treatment.

6.3.2 Amount and duration of benefit payments:

Daily benefits are calculated on the basis of the agreed sum insured. Benefits shall be graded according to the degree of reduction of the ability to work. Daily benefits shall be paid for the duration of medical treatment for a maximum period of one year calculated from the day of the accident.

6.4 Daily hospital benefits

6.4.1 Preconditions of payment of benefits:

The insured person is receiving medically necessary in-patient hospital treatment due to the accident.

Treatment at health spas and periods of time spent in private sanatoria and convalescent homes are not deemed to be medically necessary treatment.

6.4.2 Amount and duration of benefit payments:

Daily hospital benefits shall be paid in the amount of the agreed sum insured for each calendar day of in-patient treatment, at the longest, however, for three years as from the date of the accident.

6.5 Death benefit

6.5.1 Preconditions of payment of benefits:

The insured person dies as a result of the accident within one year of the accident. We hereby draw your attention to the special obligations defined in subsection 9.5.

6.5.2 Amount of benefit:

Death benefit shall be paid in the amount of the agreed sum insured.

6.6 If, in passenger seat accident insurance, the seats on an aircraft belonging to a certain group are insured at a flat rate, then each person thus insured who was on the aircraft when the accident occurred shall be covered by the proportion of the flat sum insured resulting from the number of persons. Should less seats be insured than people were on board when an accident occurred, then the insured benefits shall be shared equally among the persons.

7 Limitation of benefits with regard to illnesses or ailments

If any illnesses or ailments contributed to the impairment of health, or any consequences, caused by an accident , then benefits shall be reduced

— - in the event of disability -according to the degree of disability,

— - in the event of death and, unless otherwise agreed, in all other cases the benefit shall be reduced according to the proportional contribution of the illness or ailment.

Where the contributory effect of other illnesses or ailments accounts for less than 25%, benefits shall not be reduced.

8 Maturity of benefit payments

8.1 The insurer is obliged to declare within one month - in the case of disability claims within three months - whether and to what extent it acknowledges a claim. These periods shall commence upon receipt of the following documents:

— proof of the circumstances of the accident and its consequences; in the case of disability claims also proof of conclusion of the medical and curative treatment inasmuch as this is necessary for the assessment of the disability.

The medical fees incurred by the policyholder for the substantiation of the claim shall be paid by the insurer.

— in the case of disability, up to 1 per mille of the sum insured

— in the case of transitional benefit, up to 1 per cent of the sum insured

— in the case of daily benefits and daily hospital benefits, up to one daily rate in each case.

8.2 If the insurer acknowledges the claim, or if the insurer and the policyholder are agreed on the merits and the amount of the claim, the insurer shall pay the benefit within two weeks.

8.3 If the liability to pay is initially ascertained only on the merits, the insurer shall make appropriate advance payments upon request.

Before curative and medical treatment have been completed, disability benefits may only be claimed up to the amount of an agreed death benefit within one year of the accident.

8.4 The policyholder and the insurer are entitled to have the degree of disability medically re-evaluated annually up to three years after the accident.

This period is extended from three to five years in the case of children under the age of fourteen. This right must be exercised by the insurer together with its declaration regarding liability as per item 1 three months before the expiry of the deadline at the latest.

If the final evaluation produces a higher disability benefit than the insurer has already paid, interest of 5 per cent per year shall be applied to the additional amount.

9 Obligations after the occurrence of an accident

9.1 After an accident which will probably lead to liability to pay benefit, a doctor must be summoned immediately and the insurer informed without delay. The insured must follow the doctor's orders in order to minimise the consequences of the accident as far as possible.

9.2 The accident report form supplied by the insurer must be completed truthfully and returned to the insurer without delay. Any other relevant information requested must be supplied without delay.

9.3 The insured must allow the doctors appointed by the insurer to examine him. Any necessary costs, including any loss of income arising from this, shall be borne by the insurer.

9.4 The doctors who have treated or examined the insured – even for other reasons – other insurers, insurance carriers and authorities shall be authorised to disclose all information necessary.

9.5 If the accident results in death, this must be reported within 48 hours, even if the accident has already been reported. The insurer must be afforded the right to have a post-mortem examination carried out by a doctor appointed by the insurer.

10 Legal consequences of any breach of obligations

10.1 Insurer's right of cancellation

If the policyholder breaches an obligation under this policy which is incumbent upon him to fulfil prior to the occurrence of an insured event, the insurer can cancel the policy without notice within one month of gaining knowledge of such breach. The insurer shall have no right to cancel if the policyholder proves that the breach of obligation was neither deliberate nor due to gross negligence.

10.2 Extent of coverage in the event of a breach of obligation

If any obligation under this policy is breached deliberately, the policyholder shall lose his insurance cover. In the event of a grossly negligent breach of obligation, the insurer shall be entitled to reduce the amount of benefit it pays according to the degree of blame on the part of the policyholder. The entire or partial loss of insurance cover is, in the case of a breach of an obligation to provide information or clarification after the occurrence of an insured event, contingent upon the insurer having pointed out this legal consequence to the policyholder by special notice in text form.

If the policyholder proves that he did not breach the obligation due to gross negligence, then insurance cover shall continue to apply.

Insurance cover shall also continue to apply if the policyholder proves that the breach of the obligation was not causal in terms of the occurrence or the determination of an insured event or for the determination or the scope of benefit the insurer is obliged to pay. This shall not apply if the policyholder fraudulently violated the obligation.

The above terms and conditions apply irrespective of whether the insurer exercises a right of cancellation it is accorded as per Subsection 10.1.

11 Cancellation following an insured event

Both parties shall have the right to cancel the policy after the occurrence of an insured event. Written notice of cancellation must be received by the contractual partner one month after conclusion of the negotiations regarding compensation at the latest.

If the policyholder cancels the policy, his 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 notice thereof is received by the policyholder.

11.2 Unless otherwise stipulated by law, if the policy is terminated prematurely, the insurer shall only be entitled to that part of the premium which corresponds to the period of insurance which has passed.

12 Legal relationship between the parties to the policy

12.1 If the insurance was taken out to cover accidents befalling another party (third party insurance), then the policyholder and not the person insured is entitled to exercise the rights arising from the policy. The policyholder is, along with the person insured, responsible for fulfilling theobligations.

With mandatory air passenger insurance, the insureds may lodge their claims for insurance benefits with the insurer themselves.

All provisions that apply to the policyholder shall also apply correspondingly to the policyholder's legal successors and to other claimants.

12.2 Entitlements hereunder cannot be availed of prior to their final determination without the insurer's consent.

12.3 Any granting or revocation of a right to benefits shall only be valid with respect to the insurer if the insurer has been informed of it in writing by the policyholder during the latter's lifetime.

13 Duty of disclosure precedent to the policy

13.1 Completeness and accuracy of statements regarding circumstances material to the risk

Prior to the submission of the policy declaration, the policyholder must notify the insurer in the form of text of all circumstances material to the risk about which the insurer has inquired in the form of text and which are important for the insurer's decision whether to effect the policy with the agreed content. The policyholder shall also be obliged to disclose information if, after submission of the policy declaration but prior to the acceptance of the policy, the insurer makes enquiries in the form of text within the meaning of 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 a representative appointed by the policyholder concludes the policy and if the former is aware of the material fact, the policyholder must allow himself to be treated as if he himself had known of it or fraudulently concealed it.

13.2 Withdrawal

13.2.1 Preconditions of withdrawal

Any incomplete and incorrect information regarding the material facts shall entitle the insurer to withdraw from the insurance policy.

13.2.2 Exclusion of the right of withdrawal

The insurer shall not be entitled to withdraw from the policy if the policyholder proves that he or his representative had provided the incorrect or incomplete information neither deliberately nor due to gross negligence.

The insurer's right to withdraw due to any grossly negligent breach of the duty of disclosure shall not be given if the policyholder proves that the insurer would have concluded the policy, albeit upon different conditions, even if it had known of the facts withheld.

13.2.3 Consequences of withdrawal

In the event of withdrawal, no insurance cover is granted.

If the insurer withdraws from the policy following the occurrence of an insured event, it cannot deny insurance cover if the policyholder proves that the circumstance which was not disclosed in full or was disclosed inaccurately was neither causal with regard to the occurrence of the insured event nor to the assessment of the amount of indemnity. However, no insurance cover shall be granted in this case either if the policyholder breached his duty of disclosure fraudulently.

The insurer shall be entitled to the part of the premium corresponding to the policy period which has passed by the time the declaration of withdrawal becomes effective.

13.3 Cancellation

If the insurer's right to withdraw from the policy is ruled out because a breach of the obligation of disclosure was neither deliberate nor due to gross negligence, the insurer may cancel the policy in writing subject to a period of notice of one month.

The right of cancellation shall be ruled out 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 withheld.

13.4 Retroactive policy adjustment

If the insurer cannot withdraw from or cancel the policy because it would have concluded the policy, albeit at other conditions, even if it had known of the facts which were withheld, the other conditions shall become an integral part of the policy retroactively if the insurer so wishes. If the policyholder is not responsible for the breach of the duty of disclosure, the other conditions shall become an integral part of the policy as from the current insurance period.

If, as a result of the policy adjustment, the premium increases by more than 10 %, or if the insurer refuses to cover the risk relating to the undisclosed circumstance, the policyholder may cancel the policy without notice in writing within one month of receipt of the notification from the insurer.

13.5 Rights of the insurer

The insurer must assert the rights assigned to it by subsections 13.2 to 13.4 in writing within one month. The period begins at that point in time when the insurer gains knowledge of the breach of the duty of disclosure which justifies its asserting this right. The insurer must disclose the circumstances upon which it bases its declaration; it may later cite further circumstances to justify its declaration provided that the one-month deadline has not expired.

The insurer shall only have the rights according to subsections 13.2 to 13.4 if it has informed the policyholder by special notice in the form of text of the consequences of any breach of a duty of disclosure.

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 notification.

13.6 Rescission

The insurer's right to rescind the policy on the grounds of wilful deception shall remain unaffected. In the event of rescission, the insurer shall be entitled to the proportion of the premium which corresponds to the period of the policy which has passed by the time that the declaration of rescission becomes effective.

14 Time limits

14.1 Rights of action arising out of the insurance policy shall be time-barred after 2 years. The period of limitation shall commence at the end of the year in which the benefits can be claimed.

14.2 Once the insurer has been notified of a claim of the policyholder's, the limitation period shall be suspended until receipt of the insurer's written decision.

14.3 If the insurer has refused insurance cover, then any judicial proceedings to enforce the contested insurance claim must be begun within a period of six months. The period shall commence on the date when the claimant is informed of it by the insurer and at the same time of the legal consequences of failure to adhere to this deadline.

15 Applicable law, court of jurisdiction

15.1 This policy is governed by German law.

15.2 Claims against the insurer

In the event of any legal actions against the insurer arising from the insurance policy, the court of jurisdiction shall be determined by the location of the insurer's registered head office or of the branch office responsible for the insurance policy. If the policyholder is a natural person, the court shall also be locally competent in the district where the policyholder has his permanent place of residence at the time the proceedings are brought or, failing this, his habitual place of residence.

15.3 Claims against the policyholder

If the policyholder is a natural person, any legal proceedings against him arising from the insurance policy must be brought at the court which is competent for his permanent place of residence or, failing this, his habitual place of residence. If the policyholder is a legal person, the competent court is also determined by the head office 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.

15.4 Unknown place of residence of the policyholder

If the permanent or habitual place of residence of the policyholder is not known at the time legal proceedings are brought, the court of jurisdiction for legal proceedings arising from the insurance policy against the insurer or the policyholder shall be determined by the insurer's head office or the branch office responsible for the insurance policy.

16 Notifications, declarations of intent, change of address

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

16.2 If the policyholder has failed to inform the insurer of a change of his address, all declarations of intent which must be provided 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 delivered three days after it was sent. This applies mutatis mutandis in the event of a change of the policyholder's name.

16.3 If the insured concluded 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.

Additional terms and conditions of group accident insurance

The group accident insurance can be taken out with or without specifying the names of the persons insured. The type agreed on may be taken from the policy.

1 Insurance without specification of names

1.1 Insurance cover is granted for those persons who belong to the group designated in the policy.

1.2 The persons to be insured are to be designated in such a way that in the event of an insurance claim no doubt can arise about who is a member of the group of persons insured.

1.3 The insurer shall at intervals request the policyholder to state the number of persons who were insured during this interval. The calculation of the premium shall be based on the ascertained number of persons insured each time.

1.4 If the policyholder fails to supply the information on the number of persons insured within one month of being requested to do so, then the insurer is entitled to demand a premium based on the last submitted maximum number of persons insured. However, the policyholder reserves the right to furnish proof of the correct number of persons insured during the course of the new period. The premium calculation must thus be adjusted, if necessary.

1.5 The insurance cover of each person insured expires when they leave the group.

2 Insurance with specification of names

2.1 Insurance cover shall be granted for the persons specified by name.

2.2 In addition, the names of persons not yet insured can be submitted for insurance cover at any time if they have the same risk features as the persons already insured. They shall be insured to the same extent from the dispatch of their names onwards.

2.3 Persons with other risk features shall not be deemed to be insured until the sums insured and the premiums have been agreed.

2.4 The insurer has the right to refuse the insurance of any individual person without stating the reason(s). In the case of such a refusal, the person concerned shall lose his insurance cover one month after the date of refusal. Only the proportion of premium corresponding to the actual duration of the insurance must be paid for this person.

2.5 For persons who are no longer to be insured under the policy, insurance cover shall expire at the point in time when the insurer receives the notification at the earliest.

3 Policy period (addendum to Section 4 of the General Terms and Conditions of Accident Insurance - AVB 200/2008)

3.1 The insurance policy shall end when the company or club etc. is dissolved.

3.2 The insurance cover of each person insured shall also end:

- if he or she leaves the employment of the policyholder or leaves the club etc.,
- if the person insured takes up a new profession, occupation or work activity for which, according to the agreement, no accident insurance is provided, if the insurer has paid a benefit for the policyholder after an accident or if the insurer has been sued for an insurance benefit. Such notification must have been received by the policyholder no later than one month after the payment of benefit or - in the event of a legal dispute - after the discontinuance of the action, the acknowledgement, the settlement or the final judgement by the court. Insurance cover shall expire one month after receipt of the notification.

3.3 The insurer shall be entitled to cancel the insurance policy with one month's notice if insolvency proceedings are opened regarding the policyholder's assets or if the opening of such proceedings is refused due to the lack of assets.

Special terms and conditions for additional services

In amendment to Section 6 AVB 200/2008, the insurer shall also perform the extra services as follows for no additional premium.

Should more aviation accident insurance policies exist for the insured with the same insurer, then the extra services and benefits may only be requested under one of these policies.

1 Inclusion of salvage costs

1.1 If the insured has suffered an accident covered by the insurance policy, then the insurer shall pay the necessary costs incurred, up to the amount agreed for them, of:

1.1.1 search, rescue and recovery operations of rescue services organised in accordance with public law or private law inasmuch as fees are normally charged for this,

1.1.2 transportation of the injured person to the nearest hospital or to a special clinic, inasmuch as this is medically necessary and has been ordered by a doctor,

1.1.3 additional expenses in connection with the return of the injured person to the location of his or her permanent residence, inasmuch as the additional costs arise from what has been ordered by a doctor or were unavoidable because of the nature of the injury,

1.1.4 repatriation to the last permanent residence in the event of death.

1.2 In the event that the insured is answerable for costs as per subsection 1.1.1 although he did not suffer an accident, but an accident was immediately threatening or to be expected because of the specific circumstances, then the insurer shall also be liable to pay such costs.

1.3 Where another party liable to pay compensation assumes the costs, then the claim for compensation against the insurer can only be enforced in respect of the remaining costs.

2 Cosmetic surgery

2.1 Preconditions of payment of benefits:

2.1.1 The insured had undergone cosmetic surgery after an accident covered by the insurance policy.

Cosmetic surgery shall be deemed to be medical treatment carried out after completion of curative treatment with the aim of remedying an impairment of the outward appearance of the insured due to the accident.

2.1.2 The cosmetic surgery is carried out within three years of the accident; in the case of minors, before the age of 21 at the latest.

2.1.3 No third party is liable to pay or disputing his liability to pay.

2.2 Type and amount of benefit

2.2.1 The insurer shall pay compensation, up to the amount of the agreed sum insured in total for proven

— doctor's fees and other costs of surgery
— the necessary cost of accommodation and meals at a hospital

2.2.2 The insurer shall not pay compensation for dental treatment or the cost of dental prosthesis.

Additional terms and conditions of ground accident (spectators') insurance

1 Members of aviation sports clubs

1.1 The insurance cover shall include ground accidents within Europe which happen to the insured club member whilst participating in statutory club events, including participation in public aviation events.

1.2 Insurance shall also be granted during travel with ground vehicles undertaken within the framework of the club. No cover shall be granted for accidents which occur when the route is extended or during interruptions which bear no causal connection to the journey undertaken within the framework of the club.

2 Spectators of aviation events

2.1 The insurance includes accidents on the ground which befall spectators during an aviation event in Europe within the limits of the event location. Spectators are deemed to be all persons holding a valid entrance ticket.

2.2 The cover shall also include all persons carrying out activities on behalf of the policyholder during the event.

2.3 No cover shall be granted for accidents befalling persons who take part in flights.