

Notification pursuant to Section 19(5) of the German Insurance Contract Act (VVG) on the consequences of any breach of the statutory duty of disclosure

All questions must be answered completely and truthfully in order for us to be able to properly review your application for insurance. You are required to also disclose circumstances which you think might not be material.

Please note that you might lose your insurance cover if you supply incorrect or incomplete information. You will find more detailed information on the consequences of any breach of the duty of disclosure below.

What are the obligations to provide information prior to the conclusion of a contract?

Prior to submitting your contractual acceptance, you are required to completely and truthfully disclose all risk factors known to you, which we have requested in writing. If, after receiving your contractual acceptance and before accepting the contract, we ask in writing about any risk factors, you shall also be under the duty of disclosure as regards these questions.

What are the consequences of any breach of the duty of disclosure prior to the conclusion of a contract?

1. Withdrawal and loss of insurance cover

If you breach the obligation to provide information prior to the conclusion of a contract, we may withdraw from the contract. This shall not apply if you provide evidence that you did not breach the duty of disclosure intentionally or by acting with gross negligence.

If the duty of disclosure was breached by acting with gross negligence, we are not entitled to withdraw from the contract if we would also have concluded the contract had we been aware of the undisclosed circumstances, albeit with other conditions.

In the event of withdrawal, we will not provide any insurance cover. If we declare that we will withdraw from the contract after the insured event has occurred, we will continue to be obligated to effect payment if you provide evidence that the circumstance not disclosed at all or not disclosed accurately was neither responsible

- for the occurrence or for the establishment of the occurrence of the insured event
- nor for the establishment or the extent of our liability.

We shall not be obligated to effect payment, however, if you have fraudulently breached the duty of disclosure.

In the event of withdrawal, we are entitled to that share of the premium which corresponds to the policy period up until such time as the declaration of withdrawal becomes effective.

2. Termination

If we cannot withdraw from the contract because you have breached the obligation to provide information prior to the conclusion of a contract merely based on ordinary negligence or if the breach was not your fault, we may terminate the contract subject to a notice period of one month. In the event of termination, we continue to be liable for insured events occurring up until the expiry of the period of notice.

If the insurance agreement ends due to termination on our part, we are entitled only to that share of the premium which corresponds to the period in which the insurance cover existed.

Our right to terminate the contract shall be ruled out if we would also have concluded the contract had we been aware of the undisclosed circumstances, albeit with other conditions.

3. Alteration of the contract

If we are not entitled to withdraw from or terminate the contract because we would also have concluded the contract had we been aware of the risk factors which were not disclosed, albeit with other conditions, the other conditions will become an integral part of the contract upon our request. If you have violated the duty of disclosure by acting with gross negligence or with negligence, the other conditions shall become an integral part of the contract with retroactive effect. If you have violated the duty of disclosure, but the violation was not your fault, the other conditions shall become an integral part of the contract as of the current period of insurance.

If the premium increases by more than 10% as a result of the alteration of the contract or if we refuse to cover the risk for the undisclosed circumstance, you may terminate the contract without prior notice within one month after having received our notification concerning the alteration of the contract. We will notify you of this right within the context of our notification.

4. Exercising our rights

We can only assert our right to withdraw from, to terminate or alter the contract in writing within one month. The period shall commence at such time as we learn of the breach of the duty of disclosure on which the right we are asserting is founded. When exercising our rights, we shall disclose the circumstances on which our declaration is based. We may subsequently disclose further circumstances as grounds for our declaration if the time limit in accordance with the first sentence has not yet expired.

We may not invoke the right to withdraw from, to terminate or alter the contract if we were aware of the risk factor which was not disclosed or of the incorrectness of the disclosure.

Our right to withdraw from, to terminate or alter the contract shall lapse five years after the contract expires. This shall not apply to insured events which occurred prior to the expiry of this time limit. This period shall be ten years if you have breached the duty of disclosure intentionally or by acting fraudulently.

5. Representation by another person

If the contract is concluded by a person representing you, both your representative's knowledge and fraudulent intent as well as your own knowledge and fraudulent intent shall be taken into account with regard to the duty of disclosure, withdrawal, termination, alteration of the contract and time limit for exercising our rights. You may only invoke the duty of disclosure not having been breached intentionally or with gross negligence if neither your representative nor you have acted intentionally or with gross negligence.

Declaration of consent to only communicate via e-mail with the insurer or a service provider acting on behalf of the insurer respectively

I agree that, after the conclusion of the contract, during the duration of the contractual relationship, the insurer and service provider acting on behalf of the insurer will continue to send any contract-related communication (declarations, notifications, information, and premium statements) exclusively via e-mail to the e-mail address provided by me.

I am aware that my e-mail account shall serve as a dedicated electronic mailbox within the context of the existing insurance agreement and that any incoming messages in my inbox, which were sent by the insurer or service provider acting on behalf of the insurer, shall consequently be deemed as effectively delivered, irrespective of whether I download or view the incoming e-mails.

I shall immediately inform the insurer about any change of my e-mail address used for the above-mentioned purpose to enable and ensure effective e-mail communication. If I fail to immediately inform the insurer about any change or expiry of the e-mail address last provided by me, any e-mails sent by the insurer or service provider acting on behalf of the insurer shall be considered, in legal terms, as if the first delivery attempt of the respective e-mail had been successful.