

## **Group Insurance Agreement for Diving Instructor Liability Insurance under the “dive card professional”**

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## 1. GENERAL PART

### 1.01 Policyholder / insured persons

#### 1. Policyholder:

Medical Helpline Worldwide GmbH, Otto-Lilienthal-Str. 18, 28199 Bremen, Germany

Liability claims arising from the policyholder's operational activities are not insured. The policyholder shall only represent all insured persons under Clause 1.01.2 upon the submission and acceptance of declarations of intent and is the sole party liable to pay the premium to the insurer.

#### 2. Insured persons:

All natural persons listed in the in-house database of Medical Helpline Worldwide GmbH who hold a valid dive card professional and are specifically named on such card and whose (usual place of) residence is in Switzerland or Liechtenstein.

### 1.02 Description of activities

Depending on the insurance contract concluded, the following legally independent persons are, within the scope and content of this group insurance agreement, covered by this insurance:

- a) diving instructors who can demonstrate that they are trained and working in accordance with the standards of generally recognised national or international associations and institutions; and
- b) diving instructors' assistants as long as such persons work at the direct command of the insured person and under their direct supervision;
- c) underwater archaeologists;
- d) dive guides;
- e) marine biologists;
- f) underwater photographers;
- g) scientific divers, who can demonstrate that they have completed training with an appropriate and recognised diving association and whose work is mainly limited to mapping, measuring, taking samples as well as light salvage operations and repair works

having a corresponding training certificate and performance record, including training in open water.

This insurance also covers

- diving instructors who work as aqua fitness instructors if they can demonstrate that they are trained PADI aqua fitness instructors and if, before the beginning of the class, each participant confirms in writing on the registration form that they have read and agreed to the participation requirements deriving from the PADI "participation requirements for aqua fitness" and that they fulfil the necessary requirements (especially those regarding their health and ability to swim).
- diving instructors' activities as instructors for standup paddleboarding (as of 08.02.2018);
- the occupation of underwater cameraman (as of 07.05.2018);
- providing the following diving specific courses:
  - first aid for injured divers,
  - dangerous marine animals

It is a condition for holding first aid courses that the trainer (diving instructor) or the training organisation is a body recognised for this purpose by German Social Accident Insurance (Deutsche Gesetzliche Unfallversicherung, DGUV) or that the training provided by the trainer would fulfil the conditions for recognition.

As of 29.07.2016, the framework and scope of the Group Insurance Contract also includes cover for insured persons who are not self-employed but who are employed by a diving school pursuant to point 2 of Clause 1.01 of the Group Insurance Contract. The insurance cover only extends to activities carried out whilst performing contractual duties for the diving school as a diving instructor during which the guidelines and standards set out at Clause 1.02 of the Group Insurance Contract must be adhered to accordingly. Business liability insurance for the diving school itself is excluded from cover.

The following are not insured:

- Claims brought by the respective employees (including interns, student employees, integrated employees) of a diving school and persons working on a self-employed basis against each other.
- Personal injuries as a result of accidents at work and / or occupational illnesses suffered whilst working for the diving school in accordance with Social Security Code (SGB) VII.
- Claims for losses incurred by the diving school itself.

Insurance cover for diving teachers employed by a diving school is subsidiary to any cover provided by any business liability insurance policy held by the diving school.

### 1.03 Object of the insurance

1. The private law statutory liability of the insured persons under Clause 1.01.2 arising from their attributes, legal relationships and activities in connection with the description of activities under Clause 1.02 is insured on the basis of the General Conditions of Insurance for Liability Insurance (AHB) and the following agreements (cf. however Clauses 3 and 4.06).

The statutory liability associated with the activities of diving bases is excluded from the insurance cover.

2. Section 4 I 8 AHB notwithstanding, insurance cover shall exist exclusively for liability claims due to damage caused by environmental factors and all further damage arising therefrom (environmental damage) in accordance with the conditions under Clause 1 "General Part" and Clause 4 "Environmental Liability General Insurance" unless individual agreements under these conditions specifically include a provision to the contrary.

Damage caused by fire, explosion and blasting shall be deemed to be damage caused by environmental factors as defined in the abovementioned section.

3. The insurance cover for damage in terms of the respective legal obligation of public service content according to the Umweltschadengesetz ("Environmental Damage Act") for the remedying of environmental damages does not – with the exception of Clause 1.06 ("Insured sums") point 3 – depend on this contract, but on the General Terms and Conditions of the Environmental Damages General Insurance (Environmental Damages General Insurance, NATURE CONSERVATION POLICY) USV-BASIS, edition July 2008. By signing this agreement, the policyholder agrees to these conditions.

### 1.04 Commissioning third party companies

Statutory liability arising from the commissioning of third party companies, including road hauliers and watercraft companies, Clause 3.9 notwithstanding to this extent.

The personal liability of third party companies and their staff is not insured.

**1.05 Arbitration agreements**

The agreement to arbitrate before the occurrence of an insured event shall not affect insurance cover as long as the court of arbitration fulfils the following minimum requirements:

1. The court of arbitration shall consist of a minimum of three arbitrators. The chairperson must be a legal professional and should be eligible for judgeship. If the parties have their head offices in different countries, he may not be a citizen of either such country.
2. The court of arbitration shall decide on the basis of substantive law, not merely using equitable discretion (except in the event of a settlement, as long as the insurer was allowed to be involved in the proceedings). The substantive law to be applied must be specified when concluding the arbitration agreement.
3. The arbitration ruling shall be recorded and substantiated in writing. In its reasoning the legal norms supporting the decision must be given.

The insured person under Clause 1.01.2 must inform the insurer immediately upon the commencement of arbitration proceedings and must allow the insurer to participate in the arbitration proceedings to an equivalent extent to participation in ordinary legal proceedings. When choosing the arbitrator, who must be nominated by the insured person under Clause 1.01.2, the insurer must be allowed to participate in the decision.

**1.06 Insured sums**

1. The insured sum per insured person under Clause 1.01.2 for professional liability – without environmental liability in accordance with Clause 4 – is as follows per insured event:

A lump sum of 5,000,000.00 euro for personal injuries and property damage;

100,000.00 euro for pecuniary losses

and is available twice for all insured events within an insurance year.

2. The insured sum per insured person under Clause 1.01.2 for environmental liability (Clause 4) is as follows per insured event:

a lump sum of 5,000,000.00 euro for personal injuries, property damage and jointly insured pecuniary losses

and is available once for all insured events within an insurance year.

3. The insured sum per insured person under Clause 1.01.2 for the legal obligation of public service content according to the Environmental Damage Act for the remedying of environmental damages (Cl. 1.03 Point 2., NATURE CONSERVATION POLICY) is, per insured event, a

lump sum of 3,500,000.00 euro for personal damages

and is available for all insured events within an insurance year.

**1.07 Accumulation clause**

If several insured events occur:

- due to the same cause; or
- due to similar causes between which an internal, particularly causal and temporal connection exists;

and these insured events are partially covered by

- this professional liability insurance policy and partially by an environmental liability insurance policy and/or an environmental damages insurance,
- an environmental liability insurance policy and partially by an environmental damages insurance policy,

then the total amount of both insured sums shall N O T be available. The total insured amount available shall be no more than one insured sum in the event that both insured sums are the same otherwise it shall be a maximum of the higher insured sum.

If the insured events covered by the professional liability insurance or environmental liability insurance or environmental damages insurance respectively occur in different insurance years, then the applicable insurance year for determining the maximum insured sums for these insured events shall be that in which the first insured event covered within the framework of the professional liability insurance occurred.

If the policyholder has several liability insurances (individual contracts) by the insurer or its affiliates, the aforementioned provisions shall apply accordingly.

#### **1.08 Calculating the premium**

1. The premium is calculated as an interim annual premium to be paid in advance on the basis of
  - the insured activities;
  - the additional risks subject to premium.

Please refer to Section 8 III AHB.

## **2. EXCLUSIONS AND EXTENSIONS TO THE INSURANCE COVER COMPARED TO THE AHB**

### **2.01 Claims between insured persons**

Statutory liability claims between insured persons in accordance with Clause 1.01.2 are included.

### **2.02 Claims between jointly insured natural persons**

Liability claims between jointly insured natural persons – in partial derogation from Section 7, 2 AHB in conjunction with Section 4 II 2 AHB – are also included, particularly due to:

1. personal injuries, as long as these are not industrial accidents occurring in the business in which the person causing the loss is employed;
2. property damage, as long as this amounts to more than 50.00 euro per insured event; and
3. pecuniary losses caused by the breach of data protection laws (cf. Clause 2.06), insofar as these are not liability claims due to acts / omissions of a purely private nature (private liability insurance).

### **2.03 Claims by the insured persons' legal representatives**

Section 4 II 2 AHB notwithstanding, liability claims made by legal representatives of the insured persons under Clause 1.01.2 and their relatives are included if the loss is caused by a circumstance for which the legal representative in question is not personally responsible.

## 2.04 Losses occurring abroad

1. Section 4 I 3 AHB notwithstanding, the statutory liability of insured persons under Clause 1.01.2 due to insured events occurring abroad whilst diving and / or giving diving lessons is included.

There is no insurance cover for liability claims arising from business premises located abroad e.g. sales offices, warehouses, diving bases etc.

2. The following claims are excluded:
  - a) claims arising from industrial accidents and occupational diseases suffered by persons who are employed by the insured persons under Clause 1.01.2 or who have been entrusted by them with the performance of work.

However, liability claims against the insured persons under Clause 1.01.2 and the persons named in Clause 1.04.1 arising from industrial accidents and occupational diseases which are subject to the provisions of the Social Security Code (SGB) VII remain included (cf. Section 4 I 3 AHB;

- b) claims for compensation of a punitive nature, particularly punitive or exemplary damages;
  - c) claims under Articles 1792 et seq. and 2270 and the related claims to recourse under Article 1147 of the French 'Code Civil' or similar federal state law provisions.

3. In the event of insured events in the USA / US territories or Canada or in the event of claims being pleaded before courts in the USA / US territories or Canada the following provisions shall also apply:

- a) Section 3 III 4 AHB notwithstanding, the insurer's expenditure for costs shall be offset as payments against the insured sum:

Costs are:

legal costs, experts' fees, witness expenses and court fees;  
expenses for the prevention or mitigation of loss during or after the occurrence of an insured event, such as loss assessment costs and travel expenses, which the insurer does not incur itself. This shall also apply if such costs have been incurred on the insurer's instructions.

- b) There is no insurance cover for
    - losses caused by products or works which were delivered or carried out in the USA / US territories or Canada before the inclusion of the USA / US territories or Canada risk , unless this was specifically agreed in advance;
    - losses caused by or related to mould infestation in or on buildings and building units including contents, as well as all costs and expenses claimed in relation to such losses.

The term "mould" is deemed to include any type of fungus and its elements and metabolites, bacteria, mycotoxins and their volatile organic compounds, fungal spores, fungal odours or fungal by-products;

- personal injury related to the production, processing and / or distribution of latex (natural latex / natural rubber latex);

- c) The compensation per insured person in accordance with Clause 1.01.2 is
- a lump sum of 5,000,000.00 euro for personal injuries and property damage,  
100,000.00 euro for pecuniary losses  
per insured event
- and is available twice for all losses within an insurance year within the scope of the agreed insured sums under Clause 1.07.1.

- d) The excess to be paid by the insured persons under Clause 1.01 for each event of personal injury, property damage and / or financial loss including costs incurred as a result shall be:

10,000.00 euro.

4. The insurer shall pay benefits in euro.

If the place of payment is a state which does not belong to the European monetary union, then the insurer's duties shall be deemed to be fulfilled when the amount in euro has been processed for payment by a financial institution within the European monetary union.

5. This extension of cover shall not apply to environmental liability insurance.

## **2.05 Losses caused during loading and unloading**

1. Section 4 I 6 b) AHB notwithstanding, statutory liability arising from damage to surface vehicles, watercraft and containers caused as a result of or during loading and unloading and all resulting financial losses is included.

Insurance cover also exists for damage to containers if this occurs due to the lifting of such containers onto or off surface vehicles or watercraft by cranes or winches for the purposes of loading and unloading.

If the container itself is the subject of transport agreements (freight, haulage or warehousing contracts), then it shall be considered as the equivalent of the loaded goods.

Insurance cover exists for damage to loaded goods insofar as

- the cargo is not intended for the insured person
- it does not involve products manufactured by the insured persons under Clause 1.01.2 or goods delivered by them, on their behalf or for their account by third parties; or
- the cargo is not transported by the insured persons under Clause 1.01.2 or by third parties on their behalf or for their account.

2. The compensation per insured person under Clause 1.01 is

30,000.00 euro per insured event

and is available twice for all losses within an insurance year within the scope of the agreed insured sums for property damage.

The excess to be paid by the insured persons in accordance with Clause 1.01.2 for each loss shall be:

EUR 250,--.

## 2.06 Breach of data protection laws

Section 4 II 6 h) AHB notwithstanding, statutory liability for financial losses in connection with the breach of data protection laws arising from the misuse of personal data is included.

The compensation per insured person under Clause 1.01.2 is

30,000.00 euro per insured event.

and is available twice for all losses within an insurance year within the scope of the agreed insured sums for financial losses in accordance with Clause 1.07.1.

## 2.07 Processing losses

1. Section 4 I 6 b) AHB notwithstanding, statutory liability for damage to third party property by means of a commercial or occupational activity undertaken to or with such property by the insured persons under Clause 1.01.2 and all resulting financial losses is included.

The exclusion provisions of Section 4 I 6 (3) AHB (claims for performance) and of Section 4 II 5 AHB (damage to manufactured or delivered works or goods) shall remain in force.

Claims arising from damage to goods which are or have been with the insured person for refinishing, toll processing, reparations or for other purposes or which were taken over by him remain excluded.

For losses caused during loading and unloading see 2.05

For mains damage see Clause 2.08.

2. The compensation per insured person under Clause 1.01.2 is

3,000.00 euro per insured event

and is available twice for all losses within an insurance year within the scope of the agreed insured sums for property damage.

The excess to be paid by the insured persons in accordance with Clause 1.01.2 for each loss shall be:

250.00 euro.

## 2.08 Mains damage

1. Claims arising from damage to earth leads (cables, underground conduits, water pipes, gas pipes and other mains) as well as to open and overhead lines and all resulting pecuniary losses are included.

Section 4 I 6 b) AHB notwithstanding, the insurance cover also includes liability due to processing damage to such mains.

The exclusion provisions of Section 4 I 6 (3) AHB (claims for performance) and of Section 4 II 5 AHB (damage to manufactured or delivered works or goods) shall remain in force.

2. The compensation per insured person in accordance with Clause 1.01.2 is

30,000.00 euro per insured event

and is available twice for all losses within an insurance year within the scope of the agreed insured sums for property damage.



The excess to be paid by the insured persons in accordance with Clause 1.01.2 for each loss shall be:

250.00 euro.

## 2.09 Motor vehicles including work vehicles

The statutory liability of persons during the exercise of the insured activity according to Section I Clause 1.02 from the operation and use of

1. motor vehicles and trailers not requiring registration and not liable to insurance owned, rented and borrowed, which are only driven on private roads and places, irrespective of the maximum speed limit;
2. motor vehicles which cannot go any faster than 6 km/h;
3. work vehicles, forklift trucks and pallet transporters up to 20 km/h.

The exclusions contained at Section 1.02 b) and Section 2.03 c) AHB do not apply to these motor vehicles.

The vehicle may only be used by an authorised driver. An authorised driver is a person who is entitled to use the vehicle with the knowledge and consent of the legal owner. The insured person is under a duty to ensure that the vehicle is not used by an unauthorised driver.

The driver of the vehicle may only use the vehicle on public roads or places if he holds an appropriate driving licence. The insured person is under a duty to ensure that the vehicle is not used by a driver who does not hold an appropriate driving licence.

## 2.10 Loss of keys

(as of 09.03.2017)

In addition to § 1, 3 of the General Conditions for Liability Insurance and notwithstanding § 4 I 6 a) of the General Conditions for Liability Insurance, statutory liability arising from the loss of third parties' keys or code cards (including general master keys for a central locking system) that were lawfully in the possession of the insured person is included. This addition also applies to the diving instructor's work keys.

Insurance cover is limited to statutory liability claims resulting from the costs for the necessary changing of locks and locking systems and for temporary security measures (emergency lock) and resulting from the costs for reprogramming code cards and property protection for up to 14 days from the time when the loss of the key was discovered.

The insurance cover is offered in addition to existing private liability insurance covers.

The indemnity per diving instructor is

EUR 20,000 per insured event

and is available twice for all losses in one insurance year as part of the agreed insured sum for other losses (property damage and financial losses).

The following is / are not insured:

1. liability arising from the loss of safe and furniture keys and other keys to movable property;
2. claims as a result of the consequential losses of the loss of keys (e.g. as a result of a burglary).

Excess to be paid by the policyholder per loss: EUR 100.

### 3. RISK LIMITATIONS

Liability claims are not insured:

1. for loss caused by risks which do not correspond to the description of activities;
2. for loss arising from the salvage of wreckages, the hoisting of ships and carrying out of repairs and maintenance work under and over water; insurance cover for salvage operations and accommodation works as part of the work as a scientific diver according to Clause 1.02 shall be unaffected by this;
3. for loss arising from defusing war munitions etc;
4. for loss arising from the operation of diving bases, decompression chambers etc;
5. for loss associated with activities as a tour guide or tour operator;
6. for loss caused or originating by and from owned, rented or leased land and buildings;
7. for loss arising from the operational activities of the company Medical Helpline Worldwide GmbH
8. brought by Medical Helpline Worldwide GmbH against the insured persons under Clause 1.01.2;
9. for loss caused by the insured persons under Clause 1.01, a jointly insured person or a person employed or commissioned by such insured or jointly insured person through the use of a motor vehicle or trailer (cf. however Clause 2.09) or a watercraft, or for loss for which a claim is made against such persons as keeper or owner of a watercraft.

If there is no insurance cover under these provisions for one insured person (insured persons under Clause 1.01.2 or jointly insured persons), then this shall also apply to all other insured persons.

An activity by the persons named in the first paragraph on a motor vehicle, trailer and watercraft is not use as defined in this provision if none of these persons is the keeper or owner of the vehicle and if the vehicle is not operated in this connection;

10. for loss caused by the insured persons under Clause 1.01, a jointly insured person or a person employed or commissioned by such insured or jointly insured person through the use of an aircraft or spacecraft or damage for which a claim is made against such persons as the keeper or owner of an aircraft or spacecraft.

If there is no insurance cover under these provisions for one insured person (insured persons under Clause 1.01.2 or jointly insured persons), then this shall also apply to all other insured persons;

11. arising from:
  - a) the design or construction, manufacture or delivery of aircraft or spacecraft or parts for aircraft or spacecraft if such parts were clearly intended for the construction of aircraft or spacecraft or for installation in aircraft or spacecraft,
  - b) works (e.g. assembly, maintenance, inspection, overhaul, repair, transport) on aircraft or spacecraft or their parts;

and for damage to aircraft or spacecraft, the goods transported by such, their occupants as well as for other damage caused by aircraft or spacecraft;

12. for loss caused by environmental factors and all further loss arising as a result as long as this does not relate to environmental damage expressly included in the insurance cover (see Clause 4);

13. due to subsidence damage (as defined in Section 114 of the Federal Mining Act (BBergG)) as long as this relates to damage to land, its elements and appurtenances;  
  
for loss caused by mining operations (as defined in Section 114 BBergG) as a result of firedamp, water ingress and intrusion of carbonic acid as well as coal dust explosions;
14. due to personal injuries caused by medical products given to consumers within the scope of the Pharmaceutical Products Act (AMG) for which the insured persons in their capacity as a pharmaceutical company as defined in the AMG have to make provision for sufficient cover;
15. arising from the ownership and operation of oil, gas or fuel pipes (pipelines);
16. arising from the ownership and operation of transport routes for the transport of persons;
17. arising from the operation of a genetic facility or a release of genetically modified organisms as defined in the Genetic Engineering Act (GenTG) due to personal injury and property damage as a result of properties of an organism which are caused by genetic works;
18. arising from the manufacture, processing and transport of explosives or the storage of the same for the purposes of wholesale and arising from the preparation or lighting of fireworks;
19. due to damage to goods on consignment;
20. arising from property damage in the event of demolition works in an area whose radius corresponds to the height of the building to be demolished;
21. against the persons (insured persons under Clause 1.01 or any jointly insured person), who cause the loss by handling flammable or explosive materials in such a way that intentionally breaches statutory, regulatory or other duties.  
  
However, insurance cover exists for the insured persons under Clause 1.1 themselves if the breach leading to the loss was committed by their agents without the knowledge or against the wishes of the insured person and / or his representatives;
22. for loss which is caused directly or indirectly by acts of war, other hostile acts, riot, civil disturbances, general strike or which is directly caused by official instructions or sanctions. The same applies to damage caused by force majeure, insofar as natural forces have occurred,
23. due to personal injuries, as long as these are due to industrial accidents and occupational diseases in the service of the insured person under Clause 1.01.2 as defined in SGB VII. The same applies to such accidents in service under the provisions of civil service regulations to which members of the same office are added in the exercise of or pursuant to duty. However, claims to recourse by the social insurance carrier against the insured persons under Clause 1.01.2 are also insured in accordance with Section 110 SGB VII.
24. for loss which is caused by assistants who are not acting on the instruction of and in the presence of an insured person under Clause 1.01.2.

#### 4. ENVIRONMENTAL LIABILITY – GENERAL INSURANCE

Environmental Liability General Insurance is included as follows:

##### 4.01 Object of the insurance

1. Section 4 I 8 AHB notwithstanding, the private law statutory liability of the insured persons according to Clause 1.1 is insured within the scope and extent of the contract for personal injury and property damage caused by environmental factors as long as such environmental factors do not or did not originate from facilities or operations which are covered by Clause 4.02.

Damage caused by fire, explosion and blasting shall be deemed to be damage caused by environmental factors as defined in the abovementioned section. Insurance cover for blasting shall only exist if this has been specifically agreed.

Financial losses arising from the breach of appropriation rights, the rights in an established and practised trade and water usage rights and privileges are also insured in accordance with Section 1, 1 AHB. They shall be treated in the same way as property damage.

2. Within the scope of cover according to Clause 4.01.1 – Section 4 I 5 AHB notwithstanding in part – statutory liability claims due to property damage caused by gradual exposure to temperature, gasses, steam, moisture and airborne deposits (smoke, soot, dust etc.) are included.
3. Insurance cover also exists if stored substances, during their use in the spatial and objective connection with insured facilities, contaminate land, the air or water (including bodies of water) without having been introduced to such places.
4. Insurance cover also exists in relation to liability for loss caused by a third party, which occurs due to substances finding their way into sewage and with sewage into bodies of water.

##### 4.02 Risk limitations

Liability is not insured for environmental factors arising from

1. Facilities owned by the insured person which are intended for the production, processing, storage, deposit, transportation or removal of water pollutants (WHG/Water Management Act facilities).
2. Facilities owned by the insured person in accordance with Schedule 1 to the Environmental Liability Act (UmweltHG).
3. Facilities owned by the insured person which, according to provisions relating to environmental protection, are subject to duties to obtain authorisation or duties of disclosure (other facilities under duties of declaration).
4. Sewage facilities owned by the insured person or the introduction by the policyholder of substances into a body of water or impact on a body of water whereby the physical, chemical or biological properties of the water are changed (sewage facility and impact risk).
5. Facilities owned by the insured person in accordance with Schedule 2 to the Environmental Liability Act (UmweltHG / compulsory insurance).
6. arising from the design, manufacture, delivery, assembly, disassembly, servicing and maintenance of facilities in accordance with Clauses 4.02.1 – 4.02.5 or parts which are clearly intended for facilities in accordance with Clauses 4.02.1 – 4.02.5 if the insured persons under Clause 1.01 are not the owners of the facilities themselves (environmental liability recourse).

#### 4.03 Extensions of the insurance cover

1. The insurance cover in accordance with Clause 4.01.1 also extends to:
  - a) Production equipment in vehicles which are not subject to a duty of registration or insurance and work vehicles located in the home country as long as these are covered by professional liability insurance, Clause 4.06.16 notwithstanding to this extent;
  - b) substances which are harmful to the environment which are stored and used in the home country in containers up to 205 l/kg capacity (small containers), as long as the total capacity of the available small containers does not exceed 500 l/kg.

The following also applies to subparagraphs a) and b) above:

Halogenated and partially halogenated hydrocarbons (e.g. CHCs, CFCs and PCBs) remain excluded.

2. Provisions for future risk insurance / increases and extensions:
  - a) The provisions of Section 1 Clause 2 c) and Section 2 AHB – future risk insurance – shall not apply. To this extent, insurance cover for new risks requires specific agreement.
  - b) Section 1 Clause 2 b) AHB – increases and extensions – shall not apply either. Amendments to quantities of substances within the insured risks under Clause 4.03.1 shall be unaffected by this.

#### 4.04 The insured event

Section 1, 1 and Section 5, 1 AHB notwithstanding, the insured event is the provable first discovery of personal injury (the death, injury or damage to health of people), property damage (damage to or destruction of goods) or a jointly insured financial loss under Clause 4.01.1 by the affected party, other third parties or the insured person under Clause 1.01. The insured event must occur during the validity of the insurance policy. In this regard it is irrelevant as to whether at this time the causes or extent of the damage or the possibility of bringing liability claims were foreseeable.

#### 4.05 Expenditure before the occurrence of an insured event

1. The insurer shall refund, even if an insured event does not occur:
  - after the disruption of operations;or
  - as a result of official orders.

Expenses incurred by the insured persons under Clause 1.01 for measures taken to prevent or mitigate an otherwise unavoidable personal injury, property damage or jointly insured financial loss under Clause 4.01.1. The discovery of the disruption to operations or the official orders must fall within the validity of the insurance policy, whereby the earlier date is relevant.

2. The insured persons under Clause 1.01.2 shall be fully reimbursed for their expenses within the scope of the agreed total amount for expenses under Clause 4.05 as long as the insured person.

Within the scope of the agreed total sum for expenditures according to Clause 4.05, the insured persons shall be fully reimbursed for their expenses, if the insured person

- a. has immediately notified the insurer of the discovery of such disruption of operations or official orders; and

has done everything necessary to limit the expenditure to an amount which is necessary and objectively intended to prevent the occurrence of loss or to reduce the extent of the loss

and

has at the insurer's request entered an objection against official orders within the stipulated time

or

- b. has agreed the measures with the insurer.

If an agreement is not possible in sufficient time according to the circumstances of the individual event, the insurer shall meet the expenses which the insured person may reasonably deem to be necessary in the circumstances.

4. If the conditions under Clause 4.05.3 do not exist, then the expenses shall only be reimbursed to the extent that the measures were necessary and objectively intended to prevent the occurrence of loss or to reduce the extent of the loss.

5. The compensation for such expenses per insured person under Clause 1.01 is

300,000.00 euro per disruption of operations or official order

and is available once for all losses d an insurance year within the scope of the agreed insured sums.

The insured person under Clause 1.01.2 must pay an excess of

1,000.00 euro for the expenses.

If damage occurs despite implementing the measures, then the expenses reimbursed by the insurer shall be credited against the relevant sum insured for the insured event unless the reimbursement of these expenses has effectively reduced the amount of compensation for insured events within the scope of the maximum annual compensation in an earlier insurance year.

6. Expenses for the maintenance, repair, renovation, refitting, securing or restoration of the policyholder's works equipment, properties or goods (including rented, leased etc.) are not subject to compensation even if they correspond to expenses as defined in Clause 4.05.1. This also applies to such equipment, properties or goods that were previously in the ownership or possession of the policyholder.

Expenses for the prevention or mitigation of an otherwise unavoidable personal injury, property damage or jointly insured pecuniary loss under Clause 4.01.1 shall however be reimbursed in the event that the policyholder's works equipment, properties or goods, which are not affected by an environmental factor, would have to be affected. Any betterments are to be deducted.

#### **4.06 Uninsured circumstances**

The following are not insured:

1. claims due to loss which is or was caused as a result of the handling of water-polluting substances, whereby such substances are spilled, or drip, drain off, run off, vaporise, evaporate or by similar processes enter the ground or a body of water.

This shall not apply if such processes are a result of the disruption of operations;

2. claims due to loss which occurs as a result of operationally unavoidable, necessary or accepted environmental factors.

This shall not apply if the insured person under 1.01.2 can prove that, under the circumstances of the particular case, he could not have recognised the possibility of such damage according to the state of the art at the time of the environmental factor causing damage;

3. claims due to loss which had already occurred prior to the commencement of the contract;
4. claims due to loss for which cover exists or could have been applied for in accordance with earlier insurance contracts;
5. claims due to loss which arises as a result of the insured persons under Clause 1.01.2 acquiring or taking possession of properties after the commencement of the insurance contract where such properties were already affected by an environmental factor;
6. claims due to loss arising from the ownership, possession or operation of facilities or establishments for the final disposal of waste;
7. claims due to loss which can be attributed to waste or other substances:

- without the permission of the owner of the landfill site / waste disposal facility; and / or
- disregarding the restrictions and advice of the owner of the landfill site / waste disposal facility or his staff; and / or
- at a landfill site which has not been officially approved or any other place which has not been officially approved for such purposes; and / or
- by making an incorrect or insufficient declaration

being temporarily stored, permanently disposed of or otherwise disposed of;

8. claims due to loss which is caused by waste produced or delivered by the insured persons under Clause 1.01 after delivery;
9. claims due to loss which occurs due to products manufactured or delivered by insured persons under Clause 1.01, by works or other services after completion of the service or after conclusion of the works (product liability);
10. claims against persons (insured persons under Clause 1.01.2 or any jointly insured person), who cause the loss by intentionally failing to comply with statutes, regulations or official orders directed at the insured person which serve to protect the environment;
11. claims against persons (insured persons under Clause 1.01.2 or any jointly insured person), who cause the loss by intentionally failing to observe the guidelines or operating instructions relating to use, regular checks, inspections and maintenance, as prescribed by the manufacturer or in accordance with the state of technology, or by intentionally failing to carry out necessary repairs;
12. claims due to loss caused by the properties of an organism relating to the operation of a genetic facility or a release of genetically modified organisms as defined in the Genetic Engineering Act (GenTG);
13. Claims:
  - due to subsidence damage (as defined in Section 114 of the Federal Mining Act (BBergG)) as long as this is damage to land, its elements and appurtenances;



- due to damage caused by mining operations (as defined by Section 114 BBergG) as a result of firedamp, water ingress and intrusion of carbonic acid as well as coal dust explosions;

14. Claims due to loss as a result of the change of the natural mineral deposits of groundwater or its flow properties;
15. Claims due to loss which is demonstrably caused by acts of war, other hostile acts, riot, civil disturbances, general strike, illegal strike or which is directly caused by official instructions or sanctions. The same applies to damage caused by force majeure as long as natural forces have had an effect;
16. Claims due to loss caused by the insured persons under Clause 1.01, a jointly insured person or a person employed or commissioned by such insured or jointly insured person through the use of a motor vehicle or trailer.

Liability for damage caused by the insured persons under Clause 1.01.2, a jointly insured person or a person employed or commissioned by such insured or jointly insured person through the use of a watercraft or damage for which a claim is made against such persons as keeper or owner of a watercraft.

If there is no insurance cover under these provisions for one insured person (insured person under Clause 1.01.2 or jointly insured person), then this shall also apply for all other insured persons.

An activity by the persons named in paragraph 1 and paragraph 2 on a motor vehicle, trailer and watercraft is not use as defined in this provision if none of these persons is the keeper or owner of the vehicle and if the vehicle is not operated in this connection.

If a different provision is agreed within the scope and extent of the contract, this exclusion shall not apply (see Clause 2.09);

17. Claims due to loss caused by the insured persons under Clause 1.01.2, a jointly insured person or a person employed or commissioned by such insured or jointly insured person through the use of an aircraft or spacecraft or damage for which a claim is made against such persons as the keeper or owner of an aircraft or spacecraft.

If there is no insurance cover under these provisions for one insured person (insured person under Clause 1.01.2 or jointly insured person), then this shall also apply to all other insured persons.

Liability is not insured for:

- the design or construction, manufacture or delivery of aircraft or spacecraft or parts for aircraft or spacecraft if such parts were obviously intended for the construction of aircraft or spacecraft or for installation in aircraft or spacecraft;
- works (e.g. assembly, maintenance, inspection, overhaul, repair, transport) on aircraft or spacecraft or their parts;

if there is any damage to aircraft or spacecraft, the goods transported by such, their occupants as well as other damage caused by aircraft or spacecraft;

18. Claims due to property damage arising from blasting or demolition works as long as these occur
  - during blasting to buildings in an area of less than 150 metres;
  - during demolition works in an area the radius of which corresponds to the height of the building to be demolished;



19. liability claims caused or originating by and / or from owned, rented or leased land and / or buildings (cf. however Clause 4.06.6);
20. liability claims due to environmental factors which are brought against Medical Helpline Worldwide GmbH;
21. due to loss arising from the salvage of wreckages, the hoisting of ships and carrying out reparation and maintenance works under and over water;
22. for loss arising from defusing war relics etc;
23. due to loss arising from the activities of diving bases, decompression chambers etc;
24. due to loss associated with activities as a tour guide or tour operator;
25. claims brought by the policyholder against the insured persons under Clause 1.01.2.

#### **4.07 Serial loss clause / excess / accumulation clause**

1. With regard to the insurer's payments, the insured sums specified are the maximum limit for each insured event. This also applies if the insurance cover extends to several parties liable to pay compensation.

Several insured events occurring during the validity of the insurance policy:

- caused by the same environmental factor;
- by means of several environmental factors occurring as a direct result of the same cause or as a direct result of similar causes as long as there is an internal, particularly causal and temporal connection between the similar causes,

shall, irrespective of their actual occurrence, be deemed to be one insured event which shall be deemed to have occurred at the time of the first of these insured events.

The third sentence of Section 3 III 2 paragraph 1 AHB is deleted.

2. The insured person under Clause 1.01.2 must pay an excess for each insured event of  
1,000.00 euro.

The above notwithstanding, the insured person must pay an excess for insured events in the USA / Canada or for insured events which are claimed under US or Canadian law of

10,000.00 euro.

3. Please refer to the accumulation clause at Clause 1.07.

#### **4.08 Extended liability**

1. If the insurance contract ends due to the complete or permanent discontinuation of the insured risk or due to termination by the insurer or the policyholder / the insured person under Clause 1.01.1 and 1.01.2, then insurance cover shall continue for such personal injury, property damage or jointly insured pecuniary losses under Clause 4.01.1 which occurred during the validity of the insurance policy but which had not yet been established at the time of the termination of the insurance contract. The following provisions shall apply:

- The insurance cover shall apply for a term of 3 years from the date upon which the insurance contract ends.

- The insurance cover shall continue for the entire period of extended liability within the scope of the insurance applicable upon the termination of the insurance contract, and shall also continue up to the amount of the unspent part of the insured sums for the insurance year in which the insurance contract ends.
- 2. Clause 4.8.1 shall apply accordingly if, during the term of the insurance contract, an insured risk partially ceases to apply or an insured person under Clause 1.01.2 drops out.

#### 4.09 Insured events abroad

1. In derogation from Section 4 I 3 AHB, the scope of Clause 4.01 of these conditions also includes insured events which occur abroad,
  - a) which are attributable to an environmental factor in the home country;
  - b) which are attributable to an environmental factor arising from the operational activities under Clause 1.2 (cf. however the exclusions under Clause 4.06, particularly Clauses 4.06.19 – 4.06.25).

Insurance cover exists only for such personal injury and property damage which occurs as a consequence of a disruption of operations in accordance with the provisions which occurs after the commencement of the contract and where such disruption occurs suddenly and accidentally.

Expenditure before the occurrence of an insured event in accordance with Clause 4.05 and pecuniary losses as defined in Clause 4.01.1 paragraph 3 shall remain excluded from insurance cover.

Liability for facilities or business premises located abroad e.g. sales offices, warehouses, diving bases etc. is not insured.

2. Liability claims are excluded for industrial accidents and occupational diseases suffered by persons who are employed abroad by the insured persons in accordance with Clause 1.01 or who have been entrusted with the performance of work.

However, liability claims against the insured persons under Clause 1.1 and the persons named at Clause 1.04 arising from industrial accidents and occupational diseases which are subject to the provisions of the Social Security Code (SGB) VII remain included (see Section 4 I 3 AHB).

3. In the event of insured events in the USA and Canada or which are claimed under US and / or Canadian law, the following additional provisions shall apply:

Section 3 III 4 AHB notwithstanding, the insurer's expenditure for costs shall be offset against the insured sums as payments

Costs are:

Legal costs, experts' fees, witness expenses and court fees, expenses for the prevention or mitigation of loss during or after the occurrence of an insured event such as loss assessment costs and travel expenses which the insurer does not incur itself. This also applies if such costs have been incurred on the insurer's instructions.

Claims for compensation of a punitive nature, particularly punitive or exemplary damages, remain excluded from insurance cover.

The compensation per insured person in accordance with Clause 1.01 is a lump sum  
of 5,000,000.00 euro for personal injuries and property damage

100,000.00 euro for pecuniary losses

and is available once for all insured events within an insurance year within the scope of the agreed insured sums under Clause 1.07.2.

4. The insurer shall pay benefits in Euro. If the place of payment is a state which does not belong to the European monetary union, then the insurer's duties shall be deemed to be fulfilled when the amount in euro has been processed for payment by a financial institution within the European monetary union.

In the event of a dispute, the German version of the R+V Conditions of Insurance shall apply.