

Allgemeine Bedingungen für die Kfz-Versicherung (AKB) 01.08 Kraftfahrt Firmenkunden - Wording – Motor Insurance – Package Daimler

The Motor Insurance includes the following types of insurance:

Motor Liability Insurance (A.1)

Comprehensive insurance (A.2)

These insurance policies are concluded as legally independent insurance policies. The types of insurance you have concluded for your vehicle are set down in the certificate of insurance. German law shall apply. The language of the policy is German.

A.1 Motor Liability insurance – for losses or damage you cause with your vehicle to other parties

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A. What benefits does your Motor insurance cover?

A.1 Motor insurance – for losses or damage you cause with your vehicle to other parties

A.1.1 What is covered?

You have caused loss or damage to a third party using your vehicle

A.1.1.1. We release you from claims for compensation in the event that the usage of the vehicle causes

- a) injury to or death of persons,
- b) damage, destruction or loss of property,
- c) financial losses which are connected neither directly nor indirectly with a bodily injury or property claim (pure financial losses),

and in the event that claims for compensation are asserted against you or us on account of this on the basis of the German Civil Code (BGB) or the German Road Traffic Act (Straßenverkehrsgesetz) or on the basis of other legal liability regulations under private law. In addition to the actual operation of the vehicle, usage is also deemed to include getting in and out of the vehicle and loading and unloading the vehicle.

Justified and unjustified claims for compensation

A.1.1.2 If claims for compensation are justified, we shall afford compensation in the form of money.

A.1.1.3 If claims for compensation are unjustified, we shall fend off such claims on our own account. This shall also apply if claims for compensation are unjustified in terms of amount. Claims settlement authorisation

A.1.1.4 We are authorised to satisfy or fend off claims for compensation against you on your behalf and submit any and all declarations we deem to be expedient within the scope of our best judgement.

Inclusion of trailers, semi-trailers and towed vehicles

A.1.1.5 If a trailer or semi-trailer is attached to the insured vehicle then coverage shall extend to include the trailer or semi-trailer. The insurance cover also includes vehicles which are towed or hauled by the insured vehicle if no personal liability insurance cover exists in this regard. This shall also apply in the event that the trailer or semi-trailer or the towed or hauled vehicle becomes unattached while being towed by the insured vehicle and while it is still in motion.

A.1.2 Who is covered?

Coverage afforded under Motor Liability insurance applies to you and to the following

persons (additional insureds):

- a) the keeper of the vehicle,
- b) the owner of the vehicle,
- c) the driver of the vehicle,
- d) the assistant driver who accompanies the authorised driver under the terms of his employment contract with you or with the keeper for the purpose of relieving the driver or performing loading and providing other assistance, provided such assignment is not just occasional,
- e) your employer or civil or public employer provided that the vehicle is used with your consent for official purposes,
- f) the omnibus conductor who, within the scope of his employment, is working with your or with the keeper of the insured vehicle,
- g) the keeper, owner, driver and assistant driver and omnibus conductor of a vehicle additionally insured according to A.1.1.5.
- h) the authorised occupants of a car with the exception of rental cars, taxis and self-driven rental vehicles provided that liability insurance cover is not afforded by another policy.

These persons have the right to independently assert claims against us arising from the insurance policy.

A.1.3 What are the maximum amounts we pay (sums insured)?

Maximum indemnity payment

A.1.3.1 Our payments for a loss event shall be limited to the agreed sums insured for bodily injury, property and financial losses. Several losses occurring concurrently which have the same cause are deemed to constitute one loss event. The amount of the sums insured is set down in the certificate of insurance.

A.1.3.2 Unless otherwise agreed, our obligation to pay compensation for losses caused due to the carriage of dangerous goods shall be limited to the statutory minimum sums insured provided a permit is required for the carriage of these goods pursuant to the "European Agreement concerning the International Carriage of Dangerous Goods by Road (ADR)".

Claims exceeding the sums insured

A.1.3.3 In the event that claims exceed the sums insured, our payments shall be based on the terms and conditions of the German Insurance Contract Act and of the German Compulsory Motor TPL Insurance Act.

In this case you shall be personally liable for any claim for compensation which is not settled or not settled in full.

A.1.4 In which countries is insurance cover granted?

Insurance cover in Europe and in the EU

A.1.4.1 Motor Liability insurance provides coverage within the geographical borders of Europe as well as in those areas beyond the borders of Europe which are deemed to fall within the territorial scope of the European Union.

Your insurance coverage is regulated by the statutory scope of insurance applicable in the country you are visiting, however at least according to the scope of cover provided by your insurance policy.

International Insurance Card (Green Card)

A.1.4.2 If we have issued you with an international insurance card your insurance cover shall extend beyond your insurance under Motor Liability insurance to also cover the non-European countries specified therein as far as the names of any countries have not been deleted or crossed out. A.1.4.1, sentence 2 shall apply with regard to the scope of cover.

A.1.5 What is not covered?

Deliberate Acts

A.1.5.1. Insurance cover shall not be granted for any losses which you cause as a result of a deliberate or unlawful act.

Approved races

A.1.5.2 Insurance cover shall not be granted for losses caused as a result of participation in officially approved motor sport events, the aim of which is to achieve maximum speeds. This shall also apply to training and practice runs connected with such events. Any participation in motoring events not approved by the authorities represents a breach of obligation according to D.2.2.

Damage to the insured vehicle

A.1.5.3 Insurance cover shall not be granted for the damage to or destruction or loss of the insured vehicle.

Damage to trailers or towed vehicles

A.1.5.4 Insurance cover shall not be granted for the damage, destruction or loss of a trailer or semi-trailer hitched to the insured vehicle or any vehicle hauled or towed by the insured vehicle. If a non-operational vehicle is towed by the insured vehicle within the scope of providing general assistance and not for commercial reasons then insurance cover for damage thereby caused to the towed vehicle shall be granted.

Damage to transported property

A.1.5.5 Insurance cover shall not be granted for claims for compensation arising from



the damage, destruction or loss of property transported by the insured vehicle. However, insurance cover shall be granted for property which the passengers of a vehicle usually carry with them (e.g. clothing, spectacles, wallet). In the case of journeys which principally serve the conveyance of passengers, insurance cover shall also be granted for property which vehicle occupants usually take with them for their own personal use (e.g. luggage, provisions for the journey). Insurance cover shall not be granted for property belonging to any unauthorised passengers.

Your right to claim compensation from an additional insured

A.1.5.6. Insurance cover shall not be granted for property or financial losses which an additional insured, the keeper or the owner cause you to incur as a result of usage of the vehicle. However, insurance cover shall be granted for bodily injury if you, for example, are injured as an assistant driver of your vehicle.

Non-compliance with delivery and transportation deadlines

A.1.5.7 Insurance cover shall not be granted for pure financial losses which are caused by any failure to comply with delivery and transportation deadlines.

Contractual claims

A.1.5.8 Insurance cover shall not be granted for liability claims which, as a result of contract or special agreement, exceed the extent of liability prescribed by law.

Losses due to nuclear energy

A.1.5.9 Insurance cover shall not be granted for losses caused by nuclear energy.

A.2 Comprehensive insurance – for damage to your vehicle

A.2.1 What is covered?

Your vehicle

A.2.1.1 Your vehicle is covered for damage, destruction or loss as a result of any of the events specified under A.2.2. (Third-Party) or A.2.3 (Fully Comprehensive). Also included in the insurance cover are those parts and accessories listed as covered under A.2.1.2 and A.2.1.3 (additionally insured parts) provided that they are permitted according to (German) road traffic law.

Parts covered at no extra premium

A.2.1.2 Unless otherwise agreed under A.2.1.3 and A.2.1.4, the following vehicle parts and the following accessories shall also be covered by the insurance at no extra premium:

a) Vehicle parts permanently fitted inside or permanently fixed to the outside of the vehicle,



b) Vehicle accessories permanently fitted inside the vehicle or permanently fitted to the outside of the vehicle or kept locked in the vehicle which solely serve the usage of the vehicle (e.g. protective covers, breakdown tools) which are not considered to be luxury items from the general aspect of vehicle fixtures, fittings and accessories.

c) Parts kept locked in the vehicle which are usually carried to remedy operational malfunctions of the vehicle (e.g. fuses and light bulbs and cameras up to EUR 100.00),

d) Protective helmets (also with *intercom systems*) provided that these are used according to their purpose or are affixed to the vehicle in such a way that any unauthorised removal is not possible without causing damage,

e) Liquefied petroleum gas, natural gas and biogas plant

f) Tarpaulins, frames for tarpaulins (tarpaulin bows)

g) Öcotag equipment for lorries and tractors

h) The following parts kept locked outside of the vehicle:

- an additional set of wheels with winter and summer tyres
- roof rack/boot rack, hardtop, snow chains
- parts and accessories additionally insured according to a) to h) during repair work.

Additionally insured parts depending on total new value

A.2.1.3 The following parts listed under a) – k) shall be additionally insured up to a total new value of EUR 5,000.00 including VAT at no extra premium provided that they are permanently fitted in the inside or permanently fitted to the outside of the vehicle:

a) Antenna

b) Vehicle conversion fittings and equipment for persons with disabilities.

c) Sidecars and fairings belonging to motorcycles and mopeds

d) TV with aerial

e) Hands-free kit

f) Radio system and aerial

- g) Special paintwork and lettering individually made for the vehicle as well as special surface treatments/finishes
- h) Loudspeakers (also several)
- i) Microphone and PA system (apart from in omnibuses)
- j) Radio and other audio systems, video equipment, technical communication and navigation systems (e.g. permanently fitted navigation equipment)
- k) Cheque card readers in taxis and rental vehicles

If the total new value of the parts listed under a) to k) exceeds the specified value limit, the excess value shall only be included in the coverage if this has been expressly agreed.

We shall waive any reduction in compensation due to underinsurance up to the specified amount.

Parts only covered against a premium loading

A.2.1.4 The following parts listed under a) to n) can only be covered subject to payment of a premium loading if they are permanently fitted in the inside or permanently fitted to the outside of the vehicle:

- a) Cash
- c) Lettering (monograms etc.)
- d) Roof box
- e) Dictation machine
- f) Double pedal system
- g) Coffee machine
- h) Cool box
- i) Bullet-proof glass
- j) Permitted modifications to the chassis, engine, exhaust, inside of the vehicle or bodywork (tuning) which serve to increase the engine performance, torque, to change the handling performance or to increase the value of the vehicle,

Non-insurable parts

A.2.1.5 All other items, especially those whose use does not exclusively serve the usage of the vehicles, cannot be insured hereunder.

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These include, for example:

- a) Car telephone including antenna
- b) Road maps
- c).Radio pagers
- d) Photo equipment up to EUR 100.00
- e) Laptop or pocket-pc
- f) Mobile phone
- g) Mobile navigation equipment also when connected to the vehicle by means of a holder.
- h) Personal items belonging to occupants
- i) Luggage
- j) Facsimile equipment

A.2.2 Which events are covered under third-party, fire and theft?

Insurance cover shall be granted in the case of damage to, destruction or loss of the vehicle including its additionally insured parts as a result of the following events:

Fire and explosion

A.2.2.1 Fire and explosion are covered. Fire is deemed to be a fire which breaks out without a conventional hearth or which has left the hearth and is able to spread by itself. Losses caused by smouldering and scorching are not deemed to be fire. Explosion is a sudden manifestation of energy due to the tendency to expand on the part of gases or vapours.

Misappropriation

A.2.2.2 Misappropriation is covered, especially in the form of theft and robbery. Misappropriation shall only be covered provided that the vehicle is not placed at the disposal of the perpetrator for usage in own interest, for sale or subject to ownership. Unauthorised usage shall only be covered if the perpetrator is not authorised on any account to use the vehicle. Unauthorised usage is not deemed to be the case especially if the perpetrator has been assigned by the authorised user to look after the vehicle (e.g. for the purpose of repair, hotel employee). In addition, insurance cover shall not be granted if the perpetrator shares a close relationship with the authorised user (e.g. his/her employee, family relative or member of the same household).

Storm, hail, avalanche, lightning, flooding.

A.2.2.3 Any direct impact upon the vehicle caused by storm, hail, avalanche, lightning

or flooding is covered. Storm is deemed to be a weather-related airflow of at least gale force 8. Any damage or loss arising from objects being blown upon or against the vehicle by such forces of nature are covered. Losses are excluded which are attributable to the conduct of the driver as a reaction to these forces of nature.

Collision with animals

A.2.2.4 Collision of the vehicle with animals while the vehicle is in motion is covered.

Damage to or destruction of paintwork shall only be covered however if such damage is caused in connection with an occurrence which simultaneously causes other damage to the vehicle for which insurance cover is compulsory.

Marten bites

A.2.2.5 Damage caused by martens chewing through or biting cables, tubes, leads and wires of vehicles licensed as private motor vehicles with the exception of rental vehicles, taxis and self-driven rental vehicles.

Consequential losses of any nature, in particular additional losses to the vehicle itself, are not covered under TPF&T cover. Insurance cover may possibly be afforded by A .2.3.4.

Theft of vehicle keys

A.2.2.6 Losses due the theft of vehicle keys only as result of burglary or robbery.
Broken glass

A.2.2.7 Breakages to the vehicle's glass are covered hereunder.
Consequential losses are not covered. In the event of breakage of headlight glass, we shall also replace bulbs where necessary.

Losses due to short-circuits in wiring.

A.2.2.8 Damage caused to the vehicle's wiring due to short-circuit.

Consequential losses are not covered.

A.2.2 Which events are covered under Comprehensive cover?

Insurance cover shall be granted in the case of damage to, destruction or loss of the vehicle including its additionally insured parts as a result of the following events:

A.2.3.1 Loss events under third-party insurance according to A.2.2 are covered.

Accident

A.2.3.2 The vehicle is covered for accidents. Accident is deemed to be any direct, sudden external impact effecting mechanical force on the vehicle.

In particular, losses or damage caused by a brake or operational application or by simple breakages are not considered to be accidental damage. These include, for example, damage to the vehicle caused by sliding cargo or by wear and tear,

damage due to distortion, losses due to operating errors or overstraining of the vehicle and damage caused between the towing and towed vehicle without external impact.

Wilful or malicious acts

A.2.3.3 Wilful or malicious acts by persons who are not authorised in any way whatsoever to use the vehicle are covered. Authorised persons are deemed to be persons appointed to look after the vehicle (e.g. for the purpose of repair, hotel employee) by the authorised user or who share a close relationship with the authorised user (e.g. his or her employees, family relatives and persons sharing the same household).

Marten bites

A.2.3.4 Damage to vehicles (with the exception of rental vehicles, taxis and self-driven rental vehicles) caused by martens bites which goes beyond the damage specified under A.2.2.5

A.2.4 Who is covered?

Cover provided by Comprehensive insurance applies to you and, if the policy has also been concluded in the interests of additional persons, e.g. the leasing provider as the owner of the vehicle, also to such persons.

A.2.5 In which countries is insurance cover granted?

Comprehensive insurance provides coverage within the geographical borders of Europe as well as in those areas beyond the borders of Europe which are deemed to fall within the territorial scope of the European Union.

A.2.6 What do we pay in the event of total loss, destruction or loss?

Replacement value minus residual value

A.2.6.1 In the event of total losses, destruction or loss of the vehicle we shall pay the replacement value less a deduction for any existing residual value of the vehicle. Should you choose to have the vehicle repaired despite the total loss or destruction then A.2.7.1 shall apply accordingly.

New price compensation for new vehicles

A.2.6.2 In the case of passenger cars (with the exception of rental vehicles, taxis and self-driven rental vehicles) we shall pay the new price of the vehicle according to A.2.1.1 if a total loss or destruction or a loss occurs within 12 months of the initial registration of the vehicle. We shall reimburse the new price also if in the event of damage within 12 months of initial registration the necessary costs of repair amount to at least 80% of the new price. This requires that the vehicle at the time of the occurrence of the loss event is owned by the person who had originally purchased the new vehicle from the motor dealer or from the automobile manufacturer. New vehicles are also vehicles which were registered for a period of up to 5 days in the



name of the automobile manufacturer or the motor dealer and which do not have more than 500 km on the clock. Any residual value of the vehicle shall be deducted.

A.2.6.3 We shall pay the new price compensation which exceeds the replacement value only at that amount at which it is ensured that the compensation is used within two years of its determination either for the repair of the vehicle or for the procurement of a different vehicle.

Glass breakage in the event of total losses

A.2.6.4 If in the event of a total loss of a vehicle a claim for broken glass has also occurred, under TPF&T cover we shall reimburse the replacement value of the glass without fitting costs which is derived from the ratio of the new price to the replacement value of the entire vehicle.

Deduction for a vehicle not having an immobiliser in the event of theft

A. 2.6.5 In the event of a total loss, destruction or loss of a car, a taxi, a rental vehicle or a self-driven rental vehicle due to theft, compensation shall be reduced by 10%. This shall not apply if the vehicle at the time of its theft was secured by a self-activating, electronic immobiliser.

The regulation regarding excess according to A.2.12 shall remain unaffected by the above.

What is the definition of the terms total loss, replacement value and residual value?

A.2.6.6 A total loss is deemed to have occurred if the costs required to have the vehicle repaired exceed the replacement value of the vehicle.

A.2.6.7 The replacement value is deemed to be the price which you would be required to pay for a used car of equivalent value on the day of the loss event.

A.2.6.8 The residual value is the value of the proceeds from the sale of the vehicle in its damaged or destroyed condition.

A.2.7 What do we pay in the event of damage?

Repairs

A.2.7.1 If the vehicle is damaged, we shall pay the required cost of repairs up to the following maximum limits:

a) If the vehicle is fully and professionally repaired we shall assume the required costs up to the amount of the reinstatement value according to A 2.6.7 provided that you provide us with evidence thereof in the form of an invoice. If no invoice is presented, then we shall pay according to A 2.7.1.b.

b) If the vehicle is not repaired, not fully repaired or not repaired professionally then the following shall apply:

- If the costs of repair do not reach 70% of the replacement value, then we shall assume the costs of repair.

- If the costs of repair reach or exceed 70% of the replacement value we shall reimburse the replacement value reduced by the residual value of the vehicle (cf. A.2.6.7 and A.2.6.8).

Please also note the regulation governing new price compensation as defined by A.2.6.2.

In the case of labour costs set down in a fictional invoice, not more than the local average hourly rate shall be reimbursed.

Recovery

A.2.7.2 In the event of damage to the vehicle, we shall reimburse the costs of recovery of the vehicle from the location of the loss to the nearest suitable repair workshop provided that a third party is not liable to assume such costs. The costs of recovery shall be deducted from the maximum limits according to A.2.7.1.

“New for old” deduction

A.2.7.3. If during the course of repair old parts are replaced by new parts or the vehicle is completely or partially resprayed we shall deduct an amount (new for old) from the costs of the replacement parts and the paintwork corresponding to the age and wear and tear of the old parts. In the case of cars and motorcycles we shall waive the new for old deduction for 6 years following initial registration; in the case of other vehicles for 3 years following initial registration. This waiver shall not apply to tyres.

Loss of vehicle keys

A.2.7.4 In the event of robbery or burglary we shall reimburse the costs a precautionary replacement of door and ignition locks or the costs of reprogramming.

Replacement of lubricants and supplies and auxiliary materials

A.2.7.5 We shall also reimburse the costs of replacing brake fluid, lubricants, coolants, antifreeze and cleaning agents, engine oil, gearbox oil and hydraulic oil necessitated by the repair.

A.2.8 Survey fees

We shall only assume the costs of a motor vehicle expert if we have instructed or agreed to his appointment.

A.2.9 Valued-added tax

We shall only reimburse value-added tax if and to the extent to which you have actually been required to pay such tax for the elimination of the loss as selected by you. We shall not reimburse value-added tax in the case of any deductible input VAT entitlement.

A.2.10 Additional regulations in the event of theft



Vehicle retrieval

A.2.10.1. If the vehicle is retrieved within one month of receipt of the written notification of the loss and if you can take charge of the vehicle again within this period requiring what is objectively considered to be reasonable effort on your part, you shall be obliged to take the vehicle back.

A.2.10.2 If the vehicle is found at a distance of more than 50 km (as the crow flies) from its regular location we shall pay the cost of a second-class return journey rail ticket for the collection of the vehicle up to a maximum distance of 1,500 km (rail kilometres) from the regular location of the vehicle to the place where it has been found.

Transfer of ownership following theft

A.2.10.3 If you are not obliged to take the vehicle back according to A.2.10.1, we shall become the owner thereof.

A.2.11 What are the maximum amounts we pay (maximum indemnity)?

Our maximum indemnity is limited to the new price of the vehicle.

The new price is deemed to be that amount which has to be expended in order to purchase a new vehicle in the same category and with the same features as the insured vehicle or if the type of vehicle is no longer being manufactured, the price of a comparable successor model on the day of the loss event. The purchase price is the manufacturer's recommended price less any local discounts or usual brand discounts.

A.2.12 Excess

Where an excess has been agreed, this shall be deducted from compensation for each insured vehicle and per loss event.

You can see from your certificate of insurance whether you have agreed an excess and, if so, the amount thereof.

If a breakage to the windscreen is eliminated by means of a windscreen repair and not by its replacement then the costs of repair shall be reimbursed without deduction of any agreed excess.

A.2.13 What we do not indemnify and salvage and old parts

What we do not indemnify

A.2.13.1. We do not pay for any alterations, improvements and repairs due to wear and tear.

Consequential losses such as the loss of fuel and operating fluids (e.g. oil, coolant), depreciation in value, registration costs, transfer costs, administration costs, loss of use or the costs of a rental vehicle shall not be reimbursed.

Salvage and old parts

A.2.13.2 Salvage and old parts and the unrepaired vehicle shall remain with you and the sale value thereof shall be deducted from the amount of compensation.



A.2.14 Due date for payment, payment of interest, assignment

A.2.14.1 As soon as we have determined our duty of payment and the amount of compensation we shall pay the amount within two weeks at the latest.

A.2.14.2. If we have determined our duty of payment but the amount of compensation cannot be determined within one month, then you will have the right to demand an appropriate advance payment of compensation from us.

A.2.14.3 If the vehicle has been stolen, then we must first wait to see whether it is found again. For this reason we shall pay compensation at the earliest after one month has passed since receipt of the written notification of the loss.

A.2.14.4 You are not permitted to assign or pledge your right to compensation without our express consent.

A.2.15 Can we claim our indemnity back if you weren't actually the driver?

If another person drives the vehicle who is authorised to do so and the vehicle is involved in a loss event we shall not seek to claim our compensation back from that person.

This shall not apply if the driver causes the loss event deliberately.

Equally, this shall not apply if the loss event is caused by the driver due to gross negligence having consumed alcoholic beverages or other intoxicating substances or if the theft of the vehicle or its parts was rendered possible due to gross negligence. In such cases we shall be entitled to reduce the amount of compensation in relation to the degree of blame. In all other cases we shall waive, vis-à-vis the authorised driver, the plea of gross negligence as the cause of the loss event.

If the driver at the time of the occurrence of the loss event is living with you in the same household we shall not claim our compensation back from that person even in the event that the loss was caused as a result of gross negligence, only in cases where the cause was deliberate.

Clauses 1 to 5 shall apply accordingly if under Motor Liability insurance an additional insured according to A.1.2, the hirer or borrower causes a loss.

A.2.16 What is not covered?

Deliberate acts and gross negligence

A.2.16.1 Insurance cover shall not be granted for any losses which you cause as a result of a deliberate act.

If you allow a theft to occur as a result of gross negligence or if you cause a loss due to gross negligence following the consumption of alcoholic beverages or other intoxicating substances, we shall be entitled to reduce the amount of compensation we pay in relation to the degree of blame apportioned to you. In all other cases we shall waive the objection of causation of a loss event due to gross negligence.

Racing

A.2.16.2 Insurance cover shall not be granted for losses caused as a result of participation in motoring events, the aim of which is to achieve maximum speeds. This shall also apply to training and practice runs connected with such events.
Damage to tyres

A.2.16.3 Insurance cover shall not be granted for damaged or destroyed tyres. However, insurance cover shall be granted if the tyres are damaged or destroyed as a result of an event which simultaneously caused other losses to the insured vehicle which are included under the coverage provided by the Comprehensive insurance policy.

Earthquakes, acts of war, civil unrest, government intervention.

A.2.16.4 Insurance cover shall not be granted for losses caused either directly or indirectly by earthquakes, acts of war, civil unrest or as a result of government intervention.

Losses due to nuclear energy

A.2.16.5 Insurance cover shall not be granted for losses caused by nuclear energy.

A.2.17 Disagreement regarding the claim amount (expert procedure)

A.2.17 Any disagreement with respect to the amount of the claim including determination of the replacement value or the extent of the necessary repair work is subject to a decision by the panel of experts.

A.2.17.2 You and we each nominate one motor vehicle expert to form the panel. If you or we fail to name a motor vehicle expert within two weeks of being requested to do so, then the respective other party shall name the motor vehicle expert.

A.2.17.3 If the panel fails to agree, another motor vehicle expert shall decide in his capacity as the ombudsman; he must be elected by the panel prior to commencement of the procedure. If the panel fails to agree on an ombudsman then the competent district court shall name an ombudsman. The decision of the ombudsman must lie between the respective amounts estimated by both experts.

A.2.17.4 The costs of the expert procedure shall be carried by us or by you corresponding to the ratio of success to defeat.