

Conditions of Liability Insurance PROTRIP-WORLD-H Exclusions

7. Exclusions

Unless otherwise expressly agreed in the insurance policy or the endorsements thereto, insurance cover shall not extend to the following:

7.1 Insurance claims made by any persons who have deliberately caused the damage in question.

7.2 Insurance claims made by any persons who have

- marketed products, or
- rendered work or other services in full knowledge of the defective nature or harmfulness of said goods or services.

7.3 Liability claims on the grounds of a contractual agreement or express warranty that are above and beyond the scope of statutory liability.

7.4 Liability claims

7.4.1 made by the policyholder himself or the persons named in No.7.5 below against other persons insured under the policy, 7.4.2 between two or more policyholders of one and the same insurance contract, 7.4.3 between two or more persons insured under the same insurance contract.

7.4.4 These exclusions apply to liability claims made by relatives of the above-mentioned person(s) who are members of the latter's household.

7.5 Liability claims made against the policyholder 7.5.1 based on incidents involving the relatives of the policyholder who are members of the latter's household or who are among the other persons insured under the insurance contract.

7.5.2 by the legal representatives of the policyholder if the latter is legally incapacitated or of limited legal capacity;

7.5.3 by the legal representatives of the policyholder if the latter is a legal entity under private or public law, or an association without legal status;

7.5.4 by the partners of the policyholder if they are personally liable without limitation and the policyholder is a general commercial partnership, a limited partnership or a civil-law association;

7.5.5 by his partners, if the policyholder is a registered partnership;

7.5.6 by his liquidators and administrators.

7.5.7 The exclusion clauses listed under Nos. 7.5.2 to 7.5.6 above also apply to liability claims by relatives of the persons mentioned thereunder if they share a common household.

7.6 Claims for damage to third-party effects and all pure financial losses where the policyholder has rented, leased, borrowed this property or acquired it through unlawful acts, or they are subject to a special administration. If the prerequisites for the above exclusion are present in the persons of the employees, workers, officials, authorized representatives or agents of the policyholder, the insurance cover also lapses, both for the policyholder and for any persons co-insured under the policy.

7.7 Claims for damage to third-party effects and all pure financial losses where 7.7.1 the damage has occurred through business or occupational activities carried out by the policyholder on these effects (processing, repair, transportation, testing, etc.); in the case of immovable effects, this exclusion only applies if the effects or parts thereof were directly affected by the activity;

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7.7.2 the damage has occurred through the policyholder using these effects to carry out his/her commercial or occupational activities (i.e. as tools, auxiliary agents, material storage area, etc.); in the case of immovable effects, this exclusion only applies if the effects or parts thereof were directly affected by the activity;

7.7.3 the damage has occurred through business or occupational activities carried out by the policyholder and the effects – if immovable effects are involved – or parts thereof were in the immediate vicinity of the activity; this exclusion does not apply if the policyholder can prove that, at the time of the activity, he/she had taken all the necessary steps to prevent damage occurring.

7.7.4 If the prerequisites for the above exclusion are present in the persons of the employees, workers, officials, authorised representatives or agents of the policyholder, the insurance cover also lapses, both for the policyholder and for any persons co-insured under the policy.

7.8 Claims for damage to third-party effects and all pure financial losses to objects manufactured or supplied, or to work performed by the policyholder (or by third parties on his behalf or for his account) as a result of any cause inherent in the manufacture or supply. This also applies if the cause of the damage was located in a single, defective component of the object or in one part of the service rendered, and resulted in the impairment or destruction of the object or service as a whole. This exclusion applies also if a third party has manufactured or supplied goods, or performed work or rendered any other services on behalf of or for the account of the policyholder.

7.9 Liability claims resulting from loss events occurring abroad; however, claims pursuant to Art. 110 of the German social security regulations (Sozialgesetzbuch VII) are covered.

7.10.1 Claims for damages brought against the policyholder for environmental damage pursuant to the German Environmental Impairment Act or other national legislation based on EU Environmental Liability Directive (2004/35/EC). This applies also to cases where third parties file claims against the policyholder under private law for damages arising out of such environmental damage. Insurance cover shall, however, remain for claims for damages brought against the policyholder by third parties which, even in the absence of the German Environmental Impairment Act or other national legislation based on EU Environmental liability Directive (2004/35/EC), could have been asserted on the basis of statutory liability provisions under private law. This exclusion does not apply to the insurance of personal liability risks.

7.10.2 Third-party liability claims for losses as a result of environmental damage. These include damage caused by fire and/or explosion. This exclusion does not apply a) to the insurance of personal liability risks; b) to environmental damage caused by products (also waste products) produced or delivered by the policyholder, through work or other activities after implementation or after completion of the work (product liability). Insurance cover does not, however, extend to environmental damage resulting from the planning, production, delivery, assembly, dismantling, repair or maintenance of

- installations intended for the production, processing, storage, depositing, conveying or disposal of substances harmful to waterbodies (Waterbodies Act [WHG] installations);
- installations set out in appendices 1 or 2 of the German Environmental Liability Act (UmweltHG installations);
- installations which, in accordance with environmental protection regulations, must be authorised or declared; or other related components which are clearly intended for use in such installations.

7.11 Liability claims for damage due to asbestos, or substances or products containing asbestos.

7.12 Liability claims for damage directly or indirectly connected to energy-rich ionising radiation (e.g. alpha, beta and gamma radiation emitted from radioactive substances, as well as radiation generated by x-rays).

7.13 Liability claims for damage due to 7.13.1 genetic engineering,

7.13.2 genetically modified organisms („GMOs“),

7.13.3 products which

- contain compounds of GMOs,
- were made from or with the aid of GMOs.

7.14 Liability claims for property damage arising from

7.14.1 waste water, unless this is domestic waste water,

7.14.2 subsidence of sites, or landslides,

7.14.3 flooding caused by standing or flowing water.

7.15 Liability claims for damage arising from the exchange, transmission or provision of electronic data, unless this damage was caused by

7.15.1 data having been deleted, suppressed, rendered unusable or modified,

7.15.2 data having not been entered or saved correctly,

7.15.3 access to electronic data exchange networks having being interrupted,

7.15.4 confidential data or information having been transmitted.

7.16 Liability claims due to damage arising from naming or personality rights.

7.17 Liability claims due to hostility, mobbing, harassment, unfair treatment, and other forms of discrimination.

7.18 Liability claims for personal injury/harm resulting from the transmission of an illness of the policyholder, as well as material/property damage caused by animals belonging to, kept by or sold by the policyholder, unless the policyholder can prove that he has not acted in a malicious or grossly negligent manner.

7. Motor vehicles, aircraft, and watercraft

7.2.1.1 The exclusions set down in Nos. 3.1.2 and 4.3.1 AHB do not apply to these vehicles.

16.6 Exclusions The insurer will not indemnify if 16.6.1 the permanent place of residence of the third party is located in a country outside the European Union;

16.6.2 compensation for loss or damage suffered is payable via other insurance policies taken out by the policyholder or another insured person. If these sums are not sufficient, insurance cover for the remaining amount will be granted via the default risk insurance;

16.6.3 a social security institution or benefits authority is obliged to pay the claim of the policyholder or another person insured under the policy.