

# Aviation Personal Accident Insurance Conditions

AMU 200/01 E

## § 1 Coverage

1. The Insurer shall provide cover in respect of accidents suffered by the insured person during the policy period.
  2. The coverage shall include accidents occurring anywhere in the world
    - 2.1 from embarking until disembarking an aircraft, including accidents during boarding. The policy also includes accidents during stop-overs, whilst at airports or airfields and during emergency landings in the immediate vicinity of the aircraft;
    - 2.2 whilst using aerial sporting equipment including upon landing;
    - 2.3 also during any necessary alternative carriage by other means of transport of airline passengers. Leaving the transport vehicle temporarily shall not interrupt the coverage. Accidents where a stay outside the vehicle is used for purposes not directly related to the alternative carriage shall not be covered, however.
  3. An accident shall be deemed to have occurred if the insured person involuntarily suffers an impairment of health as a result of an external event (accidental occurrence) affecting suddenly the body.
  4. A case where, as a result of increased exertion on limbs or the spine,
    - a joint is dislocated or
    - muscles, tendons, ligaments or capsules are strained or torn
 shall also be deemed to be an accident.
  5. The policy, endorsements thereto and/or the proposal form indicate the risks and types of cover agreed in each case.
- 1.3 affecting an insured person as a result of its wilfully committing or attempting to commit a criminal offence;
  - 1.4 directly or indirectly caused by war or civil war;
  - 1.5 directly or indirectly caused by nuclear energy;
  2. in respect of the impairment of health by radiation;
  3. in respect of impairment of health as a result of treatment or interventions performed on the insured person's body.
- Cover shall however be provided where the intervention or treatment, including X-ray diagnostics and therapeutic measures, were required as a result of an accident hereby insured;
4. in respect of infections.
- Cover shall however be provided where the pathogen entered the body as a result of an accidental injury insured under the policy.
- Minor skin lesions or injuries to mucous membranes through which pathogens get into the body immediately or later shall not be deemed to be accidental injuries; this restriction shall not apply to rabies and tetanus.
- In the case of infections caused by treatment, item 3, para. 2 shall apply accordingly;
5. in respect of poisoning resulting from the oral ingestion of solids or liquids;
  6. in respect of abdominal or lower abdominal hernias.

## § 2 Exclusions

No cover shall apply

1. in respect of accidents
    - 1.1 of the insured person as pilot of an aircraft, if he did not have the required licences, necessary authorisations or certificates at the time the accident occurred, or if the aircraft's condition did not comply with the statutory provisions and official regulations regarding keeping and operation of aircraft and/or where any official licences required had not been issued;
    - 1.2 resulting from mental disorders or disturbances of consciousness, including where induced by drunkenness, and also from strokes, epileptic fits or other convulsions affecting the whole of the insured person's body;
  7. in respect of damage to intervertebral disks, haemorrhaging of internal organs and cerebral haemorrhages.
- Cover shall however be provided where an accident as defined in § 1, item 3 is the principal cause;
8. in respect of pathological disorders resulting from psychological reactions, howsoever caused.

**§ 3 Not Insurable Persons**

1. Persons in need of long-term care and those who are mentally ill are not insurable hereunder and shall not be insured even if a premium is paid for such persons. Any already paid premium will be reimbursed.  
Persons in need of long-term care are those requiring assistance with most everyday tasks.
2. Cover shall expire as soon as an insured person is no longer insurable in the sense of item 1.
3. Items 1 and 2 shall not apply in respect of persons being covered by a passenger seat accident insurance.

**§ 4 Inception and Expiry of Cover**

1. Cover shall commence as soon as the first premium is paid but not earlier than on the date specified in the policy. Where the first premium is not requested until after that date but is then paid within 14 days, cover shall commence on the date specified in the policy.
2. Cover shall cease upon written notice from one of the parties to the contract
  - 2.1 upon expiry of the agreed period of one year. Notice of cancellation must be received at least three months prior to expiry, otherwise the insurance shall be extended each time for a further one-year period;
  - 2.2 if the Insurer has made a payment under § 6 or legal proceedings have been instituted against the Insurer for such payment.  
  
Notice of cancellation must be received no later than one month after payment or, in the case of litigation, acknowledgement, compromise settlement or final ruling. The cancellation shall take effect one month after receipt of such notice.
3. The policy shall end without any notice of cancellation where the agreed period is less than one year.
4. Unless otherwise stated, the policy shall cease at the end of the policy year in which the insured person reaches 75 years of age, except in the case of passenger seat accident insurance.

**§ 5 Premium Payment, Default**

1. Unless otherwise agreed, the Insured shall pay the first or single premium, including insurance tax, without delay after the policy has been effected. Subsequent premiums shall fall due at the beginning of the premium period in question.
2. Where the first or single premium is not paid on time, the Insurer may withdraw from the contract for as long as the premium has not been paid. If the Insurer has not pursued payment of this premium through the courts within three months of the Insured's receipt of the insurance policy, the policy

shall be deemed to have been rescinded. In such an event the Insurer may make a reasonable administrative charge. If the premium has still not been paid at the time of a loss event, the Insurer shall be released from the duty to indemnify.

3. Where a subsequent premium is not paid on time, the Insurer may give the Insured written notice, at the latter's expense, to pay within not less than two weeks. If at the end of this period the Insured has not paid the premium, interest or costs stated, the following shall apply:

- 3.1 No cover shall apply in respect of losses occurring after expiry of the said period of notice where the Insured was made aware of the legal consequences of this time limit.

- 3.2 The Insurer can cancel the policy without giving notice. Cancellation may be announced at the same time as the time limit for payment is set. In this case, cancellation shall take effect at the end of the said time limit, provided that this was stated in the written notice. The effects of cancellation shall cease if payment of the amounts outstanding is made within one month of notice of cancellation being given or, if cancellation was linked to the setting of a time limit for payment, within one month of the end of the time limit for payment. However, any loss occurring in the meantime shall not be covered.

- 3.3 Where the annual premium is paid in instalments, the remaining instalments of the annual premium shall fall due immediately.

- 3.4 Outstanding subsequent premiums may only be pursued through the courts within one year of expiry of the time limit.

4. Where it is agreed that the Insurer may debit the premiums due from an account and, for reasons attributable to the Insured, the amount cannot be debited at the proper time or the Insured countermands a justified debit from his account, he shall then be in default and the Insurer may charge the Insured the costs arising therefrom. The Insurer shall also be entitled, though not bound, to make further attempts to debit the amount due.

Where the direct debit cannot take place for reasons beyond the Insured's control, the Insured shall not be deemed to be in default unless he fails to pay within the proper time after being requested in writing to do so by the Insurer.

Where, owing to direct debit authorisation being withdrawn or for any other reasons, an amount cannot be debited, the Insurer may choose not to make any further attempts to debit the amount and make a written demand to the Insured for payment by means of a transfer.

5. Where the policy is terminated early, the Insurer shall only be entitled to that portion of the premium corresponding to the period of insurance which has elapsed.

**§ 6 Type and Scope of Benefits**

1. Disablement Benefits

1.1 Where the accident results in permanent impairment of the insured person's physical or mental abilities (disablement), the insured person shall be entitled to payment of a benefit based on the sum insured for disablement.

The disablement must have occurred within one year after the accident and must have been diagnosed by a doctor and claimed against the Insurer at the latest within 15 months following the accident. The doctor's diagnosis must show in which way the insured person is disabled.

1.2 Where death occurs as a consequence of the accident within one year thereof, there shall be no entitlement to disablement benefits.

1.3 The amount of benefit depends on the degree of disablement and shall be paid as a capital amount.

The following fixed disability degrees shall apply in the event of the loss of or loss of the use of

one arm, at the shoulder joint	70 per cent
one arm, above the elbow joint	65 per cent
one arm, below the elbow joint	60 per cent
one hand, at the wrist	55 per cent
one thumb	20 per cent
one index finger	10 per cent
one other finger	5 per cent
one leg, above mid-thigh	70 per cent
one leg, up to mid-thigh	60 per cent
one leg, up to beneath the knee	50 per cent
one leg, up to mid-calf	45 per cent
one foot, at the ankle	40 per cent
a big toe	5 per cent
any other toe	2 per cent
one eye	50 per cent
hearing on one ear	30 per cent
sense of smelling	10 per cent
sense of taste	5 per cent

In the event of a partial loss or functional impairment the corresponding proportion of the percentage rate shall apply.

1.4 Where the accident results in the loss or functional incapacity of parts of the body or sensory organs not referred to in item 1.3, this shall be decided according to the extent to which normal physical or mental capacity is impaired, based solely on medical criteria.

1.5 Where the accident affects a physical or mental function which was already permanently impaired prior to the accident, the amount of such previous disablement shall be deducted. This shall be measured in accordance with items 1.3 and 1.4.

1.6 Where more than one physical or mental function is affected by the accident, the degrees of disablement shall be calculated in accordance with item 1.3 and added together. More than 100 per cent will not be accepted, however.

1.7 Where, according to these regulations and upon

application of § 7 an accident results in the insured person being disabled by at least

70 per cent prior to age 25

80 per cent prior to age 50

90 per cent prior to age 65,

twice the disablement benefit shall be paid. The criterion shall be the age of the insured person at the time of the accident.

The additional benefits shall be limited to a maximum of EUR 200.000 any one insured person.

Where other aviation personal accident insurances exist with the same or other insurers in respect of the insured person which contain the same limitation of the sum insured, the maximum amount shall apply for all these insurances together.

1.8 Where the insured person dies within one year of the accident for reasons not related to the accident or - irrespective of the cause - more than one year after the accident and entitlement to disablement benefits had arisen, settlement shall be based on the likely degree of disablement according to the most recent medical findings.

2. Temporary Benefits

2.1 Where, three months after the occurrence of the accident, and without being contributed to by illnesses or ailments, impairment of the insured person's physical or mental abilities as a result of the accident is such that the insured person is still 100 % unable to perform professional or personal duties, and where this impairment has existed continuously up to that time, half the temporary benefits agreed in the policy shall be paid not later than four months after the accident provided a medical certification has been presented to the Insurer.

2.2 Where, six months after the occurrence of the accident, the impairment is still more than 50 per cent, the full agreed temporary benefits shall be paid after seven months subject to the other conditions of item 2.1. Any payment under item 2.1 shall be offset from this amount.

3. Daily Allowances

3.1 Where the accident affects the insured person's ability to work, a daily allowance according to the sum insured shall be paid for the period of medical treatment. The level of the allowance shall depend on the degree of inability to work and shall be measured according to the insured person's profession or occupation.

3.2 Daily allowances shall be paid for a maximum of one year, calculated from the date of the accident.

4. Hospital Daily Allowances

4.1 A hospital daily allowance shall be paid according to the sum insured for every calendar day for which the insured person medically requires in-patient hospital treatment as a result of the accident, subject, however, to a maximum of three years from the date of the accident.

4.2 Hospital daily allowance shall not be paid during

stays in sanatoriums, convalescent homes and health resorts.

5. **Death Benefits**

Where the accident results in death of the insured person within one year, there shall be entitlement to the sum insured in the event of death.

Reference is made to § 9, item 5 regarding making a claim.

6. Where the seats of an aircraft belonging to a certain group are insured on a block basis, each of the persons falling under the insurance being on board the aircraft at the time of the accident shall be insured for that proportion of the overall sum insured resulting from the number of persons involved.

If, at the time of an accident, fewer seats are insured than there are persons on board of the aircraft the benefits insured shall be split between the persons on a pro rata basis.

**§ 7 Limitation of Benefits**

Where illnesses or ailments have contributed to the impairment of health resulting from the accident or the consequences thereof, the benefits payable including the sum insured for death shall be reduced to the extent to which the illness or ailment contributed thereto, provided this is at least 25 per cent.

**§ 8 Payment of Benefits**

1. As soon as the Insurer has received the documents required proving the circumstances and consequences of the accident and regarding the arrangement of the procedure required for finally assessing the disability, the Insurer shall, within one month - or within three months in the case of disablement claims - state whether and to what extent he accepts the claim.

Medical fees incurred by the Insured for the purpose of substantiating his claim shall be met by the Insurer as follows:

- disablement, up to 1 per mille of the sum insured;
- temporary benefits, up to 1 per cent of the sum insured;
- daily allowances and hospital daily allowance, up to a daily rate.

2. Where the Insurer accepts the claim or where the Insured and Insurer agree as to the grounds and amount of the claim, the Insurer shall pay the benefits within two weeks.
3. Where initially only the grounds for paying benefits are established, the Insurer shall make reasonable payments on account to the Insured at the latter's request.

ablement benefits within one year of occurrence of the accident can be made only where and to the extent that there is a sum insured in the event of death.

4. The Insured shall be entitled to have the degree of disablement re-assessed by a doctor each year for a maximum of three years following the occurrence of the accident. In the case of children under 14 years of age, this period is increased to five years.

This right must be exercised by the Insurer when giving his decision in accordance with item 1, and by the Policyholder within three months of receiving such decision.

Where the final assessment shows a higher level of disablement benefits than the Insurer has paid so far, the additional amount shall accrue interest at 5 per cent per annum.

**§ 9 Duties after Occurrence of an Accident**

1. Following the occurrence of an accident likely to give rise to the payment of benefits hereunder, a doctor is to be brought in without delay and the Insurer advised. The insured person must obey the doctor's instructions and minimise the consequences of the accident as far as possible.
2. The accident notification form sent by the Insurer shall be completed truthfully and sent back to the Insurer by return. Any pertinent information requested shall also be provided without delay.
3. The insured person must agree to be examined by the doctors appointed by the Insurer. The costs thereof, including any loss of earnings thereof shall be paid by the Insurer.
4. Doctors who have treated or examined the insured person also for other reasons, other insurers, carriers of social insurance and authorities shall be authorised to provide all necessary information.
5. Where the accident results in death, this must be notified within 48 hours, even if the accident itself has already been reported. The Insurer shall be entitled to have a post mortem examination carried out by a doctor appointed by the Insurer.

**§ 10 Breach of Obligations**

Where a duty or obligation to be complied with following the occurrence of an accident is breached, the Insurer shall be released from the duty to indemnify unless the breach was neither deliberate nor the result of gross negligence. In the case of gross negligence the Insurer shall remain liable insofar as the breach affected neither the assessment of the loss nor the amount of indemnity due from the Insurer.

Prior to completion of treatment a claim for dis-

**§ 11 Assignment**

1. Where the insurance is effected against accidents occurring to others (third party insurance), the right to exercise the rights under this policy shall fall not to the insured person but to the Insured. He shall also be responsible, besides the insured person, for complying with the duties hereunder.  
Where legally a passenger personal accident insurance is required, the insured persons can make their claims independently.  
All conditions due for the Insured shall also be binding upon his legal successor and other claimants.
2. Entitlement hereunder shall not be assigned prior to final assessment without the Insurer's consent.
3. The granting and revocation of a right to benefits shall only be binding upon the Insurer if notified to the Insurer by the Insured during his lifetime in writing.

#### § 12 Disclosures prior to Insurance Contract

1. The Insured must disclose to the Insurer all facts of which he is aware which are material to the acceptance of the risk. Material facts are those which are likely to affect the Insurer's decision whether to accept the risk at all and, if so, at what terms. A fact about which the Insurer has raised questions expressly or in writing shall be deemed to be material.  
  
If, contrary to this provision, a material fact is not disclosed, the Insurer may rescind the contract. The same shall apply where a material fact was not disclosed because the Insured fraudulently concealed such fact.  
  
The Insurer may not rescind the contract if he was aware of the undisclosed material fact or if such non-disclosure was not the fault of the Insured.
2. The Insurer may also rescind the contract if a material fact has been misrepresented.  
  
The Insurer may not rescind the contract if he was aware of the misrepresentation or if the misrepresentation was not the fault of the Insured.
3. Where the contract is effected by an authorised representative or agent without representative authority, the Insurer's right to rescind the contract shall take into account not only the knowledge and deception on the part of the agent, but also the knowledge and deception on the part of the Insured. He may only plead that he was not to blame for a material fact not being disclosed or being misrepresented if neither he nor the agent was to blame.
4. The contract may only be rescinded within a period of one month. This period shall commence from when the Insurer becomes aware of the breach of the duty of disclosure.

5. Where the Insurer rescinds the contract following

the occurrence of a loss, the duty to indemnify shall remain if the fact which was not disclosed had no effect on the occurrence of the loss and the amount of indemnity due from the Insurer.

6. The Insurer's right to rescind the contract on the grounds of wilful deception regarding the material facts shall remain unchanged.

#### § 13 Time Limits

1. Rights of action arising out of the insurance contract shall be time-barred after two years. The period of limitation shall commence at the end of the year in which the benefits can be claimed.
2. Where a claim by the Insured has been notified to the Insurer, the statute of limitation shall be suspended until the Insurer's written decision has been received.
3. The Insurer shall be released from the duty to indemnify if the claim for indemnity is not enforced within six months. The period shall not begin until the Insurer has declined liability in respect of the claim in writing, drawing the Insured's attention to the legal consequences of expiry of the said period.

#### § 14 Right to object

1. Where the conditions of insurance applying to the contract or other consumer information relating to the content of the contract are not sent until the insurance policy is sent, the Insured shall have a statutory right to object and must be advised of the existence of such right.
2. Where the Insured is not advised of the said right, or where the Insured does not have the policy, conditions of insurance or consumer information in full, he may object at any time up to one year after payment of the first premium.

#### § 15 Jurisdiction

1. The insurance contract is based on the law of the Federal Republic of Germany.

For actions brought against the Insurer as a result of this insurance contract, jurisdiction shall be decided according to the location of the Insurer's registered office or of the office of the branch responsible for the contract. Where an insurance agent has been involved in arranging the contract, the court for the place where the insurance agent worked from at the time of arranging or effecting the insurance, or the agent's place of residence in the absence thereof, shall also have jurisdiction.

2. Actions by the Insurer against the Insured may be brought before the court with jurisdiction for the Insured's place of residence. Where the Insured has effected the insurance at his commercial establishment, the Insurer may also assert his claims before the court responsible for the registered office or branch of the commercial establishment.

#### § 16 Notifications and Declarations

1. All notifications and declarations intended for the Insurer shall be given in writing and sent to the address specified for this purpose in the insurance policy or endorsements thereto. Agents are not authorised to take receipt.
2. Where the Insured has changed his address but has not advised the Insurer of the said change, for the purpose of making a declaration to the Insured it shall be enough for a recorded delivery letter to be sent to the last address known to the Insurer. The declaration shall take effect from when it would normally have been received by the Insured if the address had not been changed.

In the event of a change of name, items 1 and 2 shall apply accordingly.