

You can also use our online  
calculation or online  
application!

## The sport disability cover for athletes – the highlight's!

Your occupation and the associated medical fitness secure your regular income and thus your standard of living for you.

Our offer convinces by first-class special conditions:

- Cover for your profession as athlete for Accidental Death and/or Accident & Illness Permanent Total Disablement.
- Cover is also available without accidental death or as a temporary total disablement cover for maximum 1095 days.
- The contract is renewed from year to year and can be adjusted from both sides due to the main renewal date.
- We have waived the option of requesting that you seek other work. This means that you can work in any other occupation after losing your profession without this affecting your entitlement to the one-off lump-sum payment.
- One-off lump-sum payment – no risk of your monthly annuity being cut or stopped.
- Same premiums for men and women. As a risk premium that is fixed in each age-dependent.
- With our NCB tariff, you can reduce your premium by 20% from the 2nd year of insurance!

In addition, the following benefits apply:

- Insurance coverage world-wide.
- Extended war risk clause (deployment of German armed forces, police or UN).
- No surprise clauses.
- Customer-friendly application questions.
- Annual query of the sum insured and medical conditions to avoid over- or under-insurance.
- Sum insured of up to five times your annual income, maximum EUR 5,000,000.
- The policy can be issued in the German or English language.
- You can contribute annually, semi-, quarterly or monthly pay. For the latter, however, with a Rate surcharge.

Please note:

- Our product provider does **not** need a German address or bank account. You can live and work anywhere in the European Union, the cover is worldwide.

## Insurance premium table for sports disability insurance SUB 2024

### Bike Sport

Age at entry	Temporary incapacity 43 <sup>rd</sup> for max. 365. days*	Total sports disability	Accident Death
till 30 Years	33,51 €	1,00%	0,23%
31 – 32 Years	36,28 €	1,25%	0,23%
from 33 Years	41,05 €	1,69%	0,23%

### Handball - daily incapacity only in combination with total sport disability

Age at entry	Temporary incapacity 90 <sup>th</sup> for max. 365. days*	Total sports disability	Accident Death
till 23 Years	18,04 €	0,85%	0,16%
24 – 25 Years	19,78 €	0,85%	0,16%
26 – 27 Years	20,55 €	0,97%	0,16%
28 – 29 Years	20,55 €	1,10%	0,16%
30 Years	21,32 €	1,16%	0,16%

### Basketball/Volleyball

Age at entry	Temporary incapacity 43 <sup>rd</sup> for max. 365. days*	Total sports disability	Accident Death
till 26 Years	28,48 €	0,70%	0,16%
27 – 30 Years	28,48 €	0,88%	0,16%
31 – 32 Years	31,53 €	1,18%	0,16%

### Football/Soccer

Age at entry	Temporary incapacity 43 <sup>rd</sup> for max. 365. days*	Total sports disability	Accident Death
18 Years	25,90 €	0,60%	0,16%
19 Years	27,20 €	0,63%	0,16%
20 Years	28,49 €	0,65%	0,16%
21 Years	29,79 €	0,68%	0,16%
22 Years	31,08 €	0,70%	0,16%
23 Years	32,38 €	0,73%	0,16%
24 Years	33,67 €	0,75%	0,16%
25 Years	34,97 €	0,78%	0,16%
26 Years	36,26 €	0,80%	0,16%
27 Years	37,56 €	0,90%	0,16%
28 Years	38,85 €	1,00%	0,16%
29 Years	40,15 €	1,10%	0,16%
30 Years	42,16 €	1,30%	0,16%
31 Years	44,27 €	1,40%	0,16%
32 Years	47,59 €	1,57%	0,16%
33 Years	51,15 €	1,70%	0,16%
34 Years	54,99 €	1,80%	0,16%
35 Years	59,12 €	1,90%	0,16%

### Hockey/Bandy

Age at entry	Temporary incapacity 43 <sup>rd</sup> for max. 365. days*	Total sports disability	Accident Death
till 30 Years	28,47 €	0,90%	0,16%
till 30 Years	28,47 €	1,12%	0,16%

### Golf

Age at entry	Temporary incapacity 43 <sup>rd</sup> for max. 365. days*	Total sports disability	Accident Death
till 30 Years	14,24 €	0,50%	0,16%
31 – 35 Years	18,49 €	0,65%	0,16%
from 36 Years	25,87 €	0,91%	0,16%

### Tennis/Badminton/Squash/Sailing/Surfing

Age at entry	Temporary incapacity 43 <sup>rd</sup> for max. 365. days*	Total sports disability	Accident Death
till 30 Years	22,36 €	0,75%	0,16%
from 31 Years	22,36 €	0,94%	0,16%

### Skiing

Age at entry	Temporary incapacity 43 <sup>rd</sup> for max. 365. days*	Total sports disability	Accident Death
till 30 Years	28,47 €	0,90%	0,21%
from 31 Years	28,47 €	1,13%	0,21%

### Athletes – Running, Jump

Age at entry	Temporary incapacity 43 <sup>rd</sup> for max. 365. days*	Total sports disability	Accident Death
till 19 Years	19,05 €	0,72%	0,16%
20 – 21 Years	19,05 €	0,79%	0,16%

22 – 23 Years	19,05 €	0,90%	0,16%
24 Years	19,05 €	1,08%	0,16%
25 – 26 Years	22,01€	1,30%	0,16%
27 Years	26,21 €	1,51%	0,16%
28 Years	26,21 €	2,00%	0,16%
from 29 Years	26,21 €	2,00%	0,16%

#### Athletes – Other

Age at entry	Temporary incapacity 43 <sup>rd</sup> for max. 365. days*	Total sports disability	Accident Death
till 19 Years	19,05 €	0,72%	0,16%
20 – 21 Years	19,05 €	0,79%	0,16%
22 – 23 Years	19,05 €	0,90%	0,16%
24 Years	19,05 €	1,08%	0,16%
25 – 26 Years	22,01€	1,08%	0,16%
27 Years	26,21 €	1,30%	0,16%
28 Years	26,21 €	1,51%	0,16%
from 29 Years	26,21 €	2,00%	0,16%

#### Rallye Class 1 – World Champion

Age at entry	Temporary incapacity 43 <sup>rd</sup> for max. 365. days*	Total sports disability	Accident Death
till 35 Years	13,40 €	0,66%	0,38%
36 – 40 Years	14,73 €	0,80%	0,38%
41 – 45 Years	15,35 €	0,89%	0,38%
from 46 Years	16,81 €	1,06%	0,38%

#### Rallye Class 2 – European Champion

Age at entry	Temporary incapacity 43 <sup>rd</sup> for max. 365. days*	Total sports disability	Accident Death
till 35 Years	12,36 €	0,60%	0,35%
36 – 40 Years	13,33 €	0,76%	0,35%
41 – 45 Years	14,31 €	0,85%	0,35%
from 46 Years	15,77 €	1,03%	0,35%

#### Rallye Class 3 – Other

Age at entry	Temporary incapacity 43 <sup>rd</sup> for max. 365. days*	Total sports disability	Accident Death
till 35 Years	11,25 €	0,54%	0,25%
36 – 40 Years	12,22 €	0,70%	0,25%
41 – 45 Years	13,20 €	0,79%	0,25%
ab 46 Years	14,66 €	0,95%	0,25%

#### Circuit Class 1 – World Champion

Age at entry	Temporary incapacity 43 <sup>rd</sup> for max. 365. days*	Total sports disability	Accident Death
till 35 Years	21,94 €	1,36%	0,75%
36 – 40 Years	22,91 €	1,56%	0,75%
41 – 45 Years	23,89 €	1,69%	0,75%
from 46 Years	25,35 €	1,88%	0,75%

#### Circuit Class 2 – European Champion

Age at entry	Temporary incapacity 43 <sup>rd</sup> for max. 365. days*	Total sports disability	Accident Death
till 35 Years	21,94 €	0,69%	0,31%
36 – 40 Years	22,91 €	0,81%	0,31%
41 – 45 Years	23,89 €	0,98%	0,31%
from 46 Years	25,35 €	1,08%	0,31%

#### Circuit Class 3 – Other

Age at entry	Temporary incapacity 43 <sup>rd</sup> for max. 365. days*	Total sports disability	Accident Death
till 35 Years	8,00 €	0,61%	0,25%
36 – 40 Years	12,22 €	0,66%	0,25%
41 – 45 Years	13,20 €	0,74%	0,25%
from 46 Years	14,66 €	0,85%	0,25%

\* You can also insure other waiting periods (exception handball). Calculation basis is always the premium rate from the 43rd day

Daily benefit from the 29<sup>th</sup> day with a surcharge of 20%  
Daily benefit from the 75<sup>th</sup> day with a discount of 45%  
Daily benefit from the 180<sup>th</sup> day with a discount of 69%

Daily benefit from the 60<sup>th</sup> day with a discount of 30%  
Daily benefit from the 90<sup>th</sup> day with a discount of 60%  
Daily benefit from the 365<sup>th</sup> day with a discount of 84%

In a cover period of 730 days, the premium will increase by 20%. A benefit period up to the 1095th Day is possible for an additional fee of 31%.

The contract period is 1 year and is tacit extended by one more year, if not cancelled at least 60 days before the main due date.

Alternatively, at the beginning of the contract, I would like a fixed contract period of ☐ 2 years (+ 12.5% / + 25% additional premium for sports disability and accidental death / daily benefit) or ☐ 3 years (+ 25% additional premium for sports disability and accidental death / daily benefit not possible). Thereafter, the contract will be extended by one more year, as mentioned above. The maximum entry age must not exceed 27 years.

More type of sport will be possible! We also insure older athletes. Just ask or calculate it online!

Date: 03-2025

## EXAMPLE - Calculation of premium for playing incapacity insurance:

### 1. Calculation your total income

- Total income is composed of all earnings from your professional activities.
- In the „sport“ category, these also include fixed incomes from advertising, sponsors' payments, etc.
- In the „miscellaneous“ category, all other vocational earnings are to be included, e.g. from a part-time job.
- No income from rents or interest, nor any incidental income, e.g. winners' prizes, are to be included.

$$\frac{200.000}{\text{Income from sport}} \text{ €} + \frac{\text{through Football}}{\text{Miscellaneous income}} \text{ €} = \frac{200.000}{\text{Total income}} \text{ €}$$

### 2. Calculating your age at entry

The actual age at the start of the insurance is the entry age. We use for example a 18 year old player.

### 3. Calculating the maximum sums insured

a) For total playing incapacity and death:

$$\frac{200.000}{\text{Your annual income as per point 1}} \text{ €} \times 5 = \frac{1.000.000}{\text{Maximum insurable sum}} \text{ €}$$

- The standard insurable sum is € 5.000.000.--; higher amounts can be covered (please inquire).

b) For temporary playing incapacity:

$$\frac{200.000}{365} \text{ €} / \text{ €} = \frac{550}{\text{Maximum insurable daily rate}} \text{ €}$$

- The standard insured sum is € 8.250 per day; higher amounts can be covered (please enquire).

### 4. Calculating premiums for the insurance cover you require

- Premium for insurance against total incapacity

$$\frac{1.000.000}{\text{Required sum insured}} \text{ €} \text{ at } \frac{0,60}{\text{Premium rate as per above table}} \% = \frac{6.000}{\text{Annual premium}} \text{ €}$$

- Premium for Accident Death

$$\frac{500.000}{\text{Required sum covered}} \text{ €} \text{ at } \frac{0,16}{\text{Premium rate as per above table}} \% = \frac{800}{\text{Annual premium}} \text{ €}$$

- Premium for insurance against temporary playing incapacity\*

$$\frac{550}{\text{Required daily rate}} \text{ €} \text{ zu } \frac{25,90}{\text{Premium rate as per above table}} \text{ €} = \frac{14.245}{\text{Annual premium}} \text{ €}$$

- **Total**

$$= \frac{21.045}{\text{TOTAL PREMIUM}} \text{ €}$$

We give you the opportunity to post the interim payment surcharge.

The surcharge is 3% for semi-annual, quarterly at 5% and 7% with monthly payments. =  $\frac{\text{€}}{\text{PAYMENT CONTRIBUTION}}$

Please note that in some countries or product combinations insurance tax incurred. This is also still to be paid.

Short-term cover in the area of total sports incapacity due to accident and/or illness is possible for up to one month at 20% of the regular premium rate!

The above descriptions are only summaries. The General Terms and Conditions of Insurance (model terms and conditions, tariffs with tariff conditions, etc.) are authoritative.

You can also use our online calculation or online application!

## “Youngsters” - The sport disability cover for young players – the highlight’s!

Professional athletes live on and for their sport. Tailor-made is a sports disability insurance for this occupational group as a hedge.

But what if the financial resources for need-based protection missing. As a young player or professional athlete without professional contract income is usually limited to a "pocket money".

But these athletes are doing their very best to get a professional contract.

An average football professional injured on average up to three times a year. Hips, thighs and ankle often seal the end of a profile run.

That's why we developed the product Youngsters. You can secure the following 2 variants:

### Youngster package 1

Permanent Sport disability	25,000
Temporary total disablement from 43rd day for max. 365* days	15 per day
Hospital cash benefit per 4 nights	100, max. 1,000
<b>Annual premium</b>	<b>422.56</b>

### Youngster package 2

Permanent Sport disability	50,000
Temporary total disablement from 43rd day for max. 365* days	30 per day
Hospital cash benefit per 4 nights	100, max. 1,000
<b>Annual premium</b>	<b>845.12</b>

\* In a cover period of 730 days, the premium will increase by 20%.

Prerequisite for these offers is

- an age between 13 and 21 years
- one year's earnings up to a maximum of 10,000
- a work or training contract with a club or association

You earn more? The above requirements are eliminated? You are under contract as a professional athlete?

Then we can insure you directly after the SUB conditions **without** renewed health examination and change the insurance contract.

Our offer convinces by first-class special conditions:

- Cover for your profession as athlete for Accidental Death and/or Accident & Illness Permanent Total Disablement.
- Cover is also available without accidental death or as a temporary total disablement cover for maximum 1095 days.
- The contract is renewed from year to year and can be adjusted from both sides due to the main renewal date.
- We have waived the option of requesting that you seek other work. This means that you can work in any other occupation after losing your profession without this affecting your entitlement to the one-off lump-sum payment.
- One-off lump-sum payment – no risk of your monthly annuity being cut or stopped.
- Same premiums for men and women. As a risk premium that is fixed in each age-dependent.
- With our NCB tariff, you can reduce your premium by 20% from the 2nd year of insurance!

#### ☞ office address

Wunderlich Cover Solutions GmbH  
Domicile: Pfullingen  
Amtsgericht Stuttgart HRB 778568

#### ☞ postal address

Post box 7129 \* D-72784 Pfullingen  
Große Heerstr. 63 \* D-72793 Pfullingen

#### ☞ contact detail

Tel. +49 7121 3811870  
Fax. +49 7121 3811871  
Email. [info@wunderlich.gmbh](mailto:info@wunderlich.gmbh)  
<https://www.wunderlich.gmbh>

#### ☞ board

Claus Wunderlich

**In addition, the following benefits apply:**

- Insurance coverage world-wide.
- Extended war risk clause (deployment of German armed forces, police or UN).
- No surprise clauses.
- Customer-friendly application questions.
- Annual query of the sum insured and medical conditions to avoid over- or under-insurance.
- Sum insured of up to five times your annual income, maximum EUR 5,000,000.
- The policy can be issued in the German or English language.
- You can contribute annually, semi-, quarterly or monthly pay. For the latter, however, with a Rate surcharge.
- ...

**Please note:**

- Our product provider does not need a German address or bank account. You can live and work in the European Union, the insurance coverage is provided worldwide.

Please note that in some countries or product combinations insurance tax incurred. This is also still to be paid.

The above descriptions are only summaries. The General Terms and Conditions of Insurance (model terms and conditions, tariffs with tariff conditions, etc.) are authoritative.

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☞ **board**

Claus Wunderlich

# Application form for sports disability insurance for professional athletes



**Wunderlich Cover Solutions GmbH**  
Große Heerstr. 63  
D-72793 Pfullingen  
info@wunderlich.gmbh  
https://www.wunderlich.gmbh

Broker:

Notice on behalf of potential insurers:

Please note that we ask the following questions on behalf of the insurers named in the general customer information, who might cover your risks. The insurers will make a decision to accept or decline the contract based on your answers.

<b>Policyholder (PH):</b>	Surname Forename	
Date of birth/tax id. number:	/	
Email*/Cell phone*:	/	
Address:		
<b>Insured person (IP):</b> (If not PH)	Surname Forename	
Date of birth/tax id. number:	/	
Email IP*/Cell phone*:	/	
Address:		
Marital status:	<input type="checkbox"/> Married <input type="checkbox"/> Divorced <input type="checkbox"/> Widowed <input type="checkbox"/> Single Gender: Number of children:	
Type of sport practised:	Club:	
Other sports practised:		
Endowment Beneficiary	<input type="checkbox"/> PH <input type="checkbox"/> IP <input type="checkbox"/> Other:	Date of birth:
Death Beneficiary	<input type="checkbox"/> PH <input type="checkbox"/> IP <input type="checkbox"/> Other:	Date of birth:

\* Is absolutely necessary

Start of coverage <sup>(1)</sup>: , 00.00 a.m. Annual premium\*:

\* + current insurance tax, if applicable

Alternatively, at the beginning of the contract, I would like a fixed contract period of ☐ 2 years (+ 12.5% / + 25% additional premium for sports disability and accidental death / daily benefit) or ☐ 3 years (+ 25% additional premium for sports disability and accidental death / daily benefit not possible). Thereafter, the contract will be extended by one more year, as mentioned above. The maximum entry age must not exceed 27 years.

Payment: ☐ annual ☐ biannual + 3% ☐ quarterly + 5% ☐ monthly + 7% ☐ Provisional coverage <sup>(1)</sup>  
(Minimum payment 50.00)

The contract shall be tacitly renewed for a period of 1 year upon expiry of the contract period and further from year to year unless notice of termination is received by the other party 60 days prior to the respective expiry date.

(1) Start of coverage: upon our receipt of the insurance application, duly completed and signed, on the condition that the insurer or his representative accepts and that the premium is paid by the insured person or the policyholder. Should you apply for provisional coverage, you shall waive any right to withdrawal or objection. The provisional coverage shall be granted, however, subject to medical assessment of the risk and on the condition that the premium has been paid. The policyholder shall be bound to the application for 4 weeks.

I hereby apply for the following insurance coverage (coverage by accident and illness)

Only for Youngsters:

- ☐ Full disability with 25,000; Daily benefit from the 43<sup>rd</sup> day for max. 365 days with 15 per day; Hospital daily allowance per 4 nights 100, max. 1,000 with a 20% discount on the regular premium
- ☐ Full disability with 50,000; Daily benefit from the 43<sup>rd</sup> day for max. 365 days with 30 per day; Hospital daily allowance per 4 nights 100, max. 1,000 with a 20% discount on the regular premium

Type of coverage	Minimum sum	Insurance sum	Coverage	Term in days
DEATH: Accident	50,000			
DISABILITY: Accident and illness	50,000			
DAILY BENEFIT: Accident and illness	30		from day _____.	<input type="checkbox"/> for max. 365 days <input type="checkbox"/> for max. 730 days <input type="checkbox"/> for max. 1095 days

☐ I would also like to apply the terror cover. The premium increases by 10%.

Direct debit authorization and SEPA direct debit mandate

☒ Mandate for recurring payments
 

Mandate reference number and Creditor ID will be communicated separately.

I/We hereby grant "Wunderlich Cover Solutions GmbH" permission to collect premiums from my/our bank account by direct debit. At the same time I/we shall instruct my/our bank to clear the direct debits drawn from my/our account. Note: I/We may demand a refund of the amount debited at my/our bank within eight weeks from the debit date. The direct debit conditions agreed with my/our bank shall apply.

IBAN \_\_\_\_\_

BIC \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Name of bank

Place

Date

Signature of account holder

Please fill in only if policyholder/applicant is different from account holder/payer.

\_\_\_\_\_  
 Name, street, house number, zip code, city and country

Was the insured person already insured for the same risk?
 

☐ Yes
 ☐ No

If yes, reason for termination: \_\_\_\_\_ Insurance company: \_\_\_\_\_

Do you already have a similar insurance contract?
 

☐ Yes
 ☐ No

If yes, with which company(ies)? \_\_\_\_\_

Insurance amounts:

Death

€ \_\_\_\_\_

Invalidity

€ \_\_\_\_\_

Incapacity

€ \_\_\_\_\_

Daily benefit

€ \_\_\_\_\_

Have you already been subject to doping tests?
 

☐ Yes
 ☐ No

If yes, when and what were the results? \_\_\_\_\_

Has another company cancelled an existing insurance, rejected an insurance application made by you or made its acceptance subject to increased conditions?
 

☐ Yes
 ☐ No

If yes, what companies and on what grounds: \_\_\_\_\_

Professional information

Main employer
 

Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Start of contract \_\_\_\_\_ End of contract \_\_\_\_\_

Are you employed? ☐ Yes ☐ No
 

If not, what kind of income do you have? \_\_\_\_\_

Other employers
 

Employer's name	Type of income	Start of contract	End of contract
_____	_____	_____	_____

Main sponsors
 

Sponsor's name	Type of income	Start of contract	End of contract
_____	_____	_____	_____

Financial information

Annual income with type of payment (salary, fees, bonuses, etc.)

Origin	Current year	Last year	Year before last
Main employer			
Other employers			
Sponsors			
Miscellaneous			
Total			

The insurer reserves the right to request the insured person's last two tax returns.



## **Instructions pursuant to section 19 (5) of the German Insurance Contract Act (VVG) regarding the consequences of a breach of the statutory duty of disclosure**

Dear customer,

In order for us to properly assess your application or non-binding request for an insurance proposal, you are obliged to answer the enclosed questions fully and truthfully. You must disclose even the circumstances you consider to be of little or no importance.

Information which you do not want to provide to the insurance broker must be provided in writing directly to „Wunderlich Cover Solutions GmbH \* Große Heerstr. 63 \* D-72793 Pfullingen \* info@wunderlich.gmbh \* F. +49 7121 3811871“.

Should a person other than the policyholder be insured, you and this person shall be responsible for answering these questions fully and truthfully. Please note that your cover may be jeopardised should you provide incorrect or incomplete information. The following information contains further details about the consequences of a breach of the duty of disclosure. Should you send us a non-binding request for an insurance proposal, we require your complete and true information in order to be able to provide you with an offer for the conclusion of the desired insurance contract. In this case, please note that our proposal is only valid provided that, until your “declaration as to the conclusion of a contract”<sup>1</sup> (declaration of intent to conclude a contract; contractual agreement) which may be found in the declaration of acceptance, there have been no changes to the information provided by you previously and – if not the same person – by the insured person.

Should your situation change before the declaration of acceptance, with the result that the questions asked by us would be answered differently than before, you and the insured person shall be obliged to notify us of these changes. When you submit the contractual agreement, we shall expressly ask you and the insured person to give us a binding confirmation that the questions asked by us regarding the insurance contract have been answered fully and truthfully and that you have notified us of any changes.

### **What is the precontractual duty of disclosure?**

By the time of submission of your contractual agreement, you are obliged to fully and truthfully disclose all risk-relevant circumstances about which we asked in writing. You are also obliged to answer should we make a written request for information regarding risk-relevant circumstances after your contractual agreement but prior to acceptance of the contract.

### **What are the consequences of a breach of precontractual duty of disclosure?**

#### **1. Cancellation and loss of insurance cover**

Should you breach the precontractual duty of disclosure, we shall have the right to cancel the contract. This shall not apply if you establish that this breach was neither wilful intent nor gross negligence.

In the case of gross negligence our right to cancellation shall be excluded if we would have concluded the contract, even under different conditions, in full knowledge of the undisclosed circumstances.

In the case of cancellation, there shall be no insurance coverage. Should we declare cancellation after an insurance claim arises, we shall still be obliged to honour valid insurance claims<sup>2</sup>, provided that you establish that the circumstances which were not mentioned or mentioned incorrectly did not cause –the occurrence or determination of the insurance claim

– nor the determination or the scope of our “duty to perform” (e.g. duty to indemnify or honour valid insurance claims).

However, our obligation to pay shall lapse, if you have maliciously breached the duty of disclosure.

In the case of cancellation, we shall be entitled to the part of the premium which would have been due from the start of the contract until the declaration of cancellation entered into force.

#### **2. Termination**

Should you breach the precontractual duty of disclosure without fault or only by simple negligence, we shall have the right to terminate the contract after giving one month's notice.

Our right to terminate shall be excluded if we would have concluded the contract, even under different conditions, in full knowledge of the undisclosed circumstances.

#### **3. Contractual amendments**

If we are unable to cancel or terminate because we would have concluded the contract, even under different conditions, if we had been in full knowledge of the undisclosed circumstances, the other conditions shall become a contract component upon our request. If you have breached the duty of disclosure without fault, the other conditions shall become a component of the contract only starting from the current insurance period.

If the premium increases by more than 10% as a result of the amendment to the contract or should we exclude risks for the undisclosed circumstances, you may terminate the contract without notice within one month after you have received notification of the amendment to the contract. We shall advise you of this right in our notification.

#### **4. Exercising our rights**

We may exercise our right of cancellation, termination or amendment in writing only within a period of one month. This period starts the moment we become aware of the breach of the duty of disclosure which justifies us exercising our rights. When exercising our rights, we must state the circumstances on which we have based our decision. As justification we may also subsequently state other circumstances as long as the period according to sentence 1 above has not expired.

We cannot invoke our right of cancellation, termination or amendment if we were aware of the undisclosed circumstance or the inaccuracy of the disclosure. Our right of cancellation, termination or amendment shall lapse upon expiration of five years after conclusion of the contract. This shall not apply to insurance claims which were made before the expiration of this period. If you have intentionally or maliciously breached the duty of disclosure, the period shall be ten years.

#### **5. Representation by another person**

Should you be represented by someone else when concluding the contract, the knowledge and malice of your representative as well as your own knowledge and malice shall be taken into account with regard to the duty of disclosure, the right of cancellation, termination, amendment and expiration period for exercising our rights. You may assert the defence that the breach of the duty of disclosure was neither by intent nor by gross negligence, as long as you and your representative are not guilty of wilful intent or gross negligence.

<sup>1</sup> according to the wording in the official translation of the German Civil Code.

<sup>2</sup> according to the wording in the official translation of the German Civil Code.

## Agreement

With my signature I grant the company "Wunderlich Cover Solutions GmbH \* Große Heerstr. 63 \*D-72793 Pfullingen \* info@wunderlich.gmbh" - hereinafter referred to as intermediary or WCS - the power of attorney to procure insurance to a product provider on my behalf, to administer and manage the contract or to reinsure it and to perform all services in this connection. All resulting services are ancillary to the brokerage. I hereby expressly confirm that I deliberately waive any right to advice and documentation, including the associated consequences, vis-à-vis the intermediary. I can therefore no longer assert any claims for damages. I hereby accept the General Terms and Conditions as amended from time to time. I have received a current version and can also view and save it at any time on the above-mentioned website.

### Instructions regarding withdrawal<sup>3</sup> / revocation (for customers only)

You may revoke your contractual declaration in text form (e.g. letter, fax, e-mail) within 30 days without stating reasons. The period begins after you have received the insurance policy, the contractual provisions including the General Terms and Conditions of Insurance, the further information pursuant to Section 7 (1) and (2) of the Insurance Contract Act (VVG) in conjunction with Sections 1 to 4 of the VVG Information Duties Ordinance (VVG-Informationspflichtenverordnung) and this instruction in text form in each case. Timely dispatch of the revocation is sufficient to comply with the revocation period. The revocation is to be sent to:

Wunderlich Cover Solutions GmbH \* Große Heerstr. 63 \*D-72793 Pfullingen \* info@wunderlich.gmbh \* Fax +49 7121 3811871.

### Consequences of revocation

In the event of an effective revocation, the insurance cover will end and we will refund the part of the premium attributable to the period after receipt of the revocation if you have agreed that the insurance cover will commence before the end of the revocation period. In this case, we may retain the part of the premium attributable to the period up to receipt of the revocation; this is the amount of the corresponding share of the annual premium, calculated as follows: Number of days for which insurance cover existed multiplied by 1/360 of the annual premium or 1/180 of the half-yearly premium, 1/90 of the quarterly premium or 1/30 of the monthly premium. The refund of repayable amounts shall be made immediately, at the latest 30 days after receipt of the revocation. If the insurance cover does not commence before the end of the revocation period, the effective revocation shall result in the return of benefits received and the surrender of benefits derived (e.g. interest).

### Special notes

Your right of revocation expires if the contract has been completely fulfilled by both you and us at your express request before you have exercised your right of revocation. The right of cancellation does not apply to contracts with provisional cover, to contracts with a term of less than 2 months and to contracts for major risks within the meaning of Article 10(1) sentence 2 of the Insurance Contract Act. If you revoke an insurance contract by which a contract already existing with the insurer is to be replaced or amended, your original insurance contract shall continue to run.

## Declaration of consent for data protection (data storage, transfer and request)

### 1. Preamble

The applicant (hereinafter referred to as the client or you/yourselves) wishes the mediation and/or administration of his contractual relationships with insurers, building societies and/or investment companies and/or other companies with which the company "Wunderlich Cover Solutions GmbH \* Große Heerstr. 63 \*D-72793 Pfullingen \* info@wunderlich.gmbh" (hereinafter referred to as "WCS" or "we") cooperates, on the basis of the agreed regulations with WCS. For their implementation, in particular the contract mediation and administration, WCS shall be allowed to process, receive, use, store, transmit and pass on all relevant data of the Principal.

### 2. Name and address of the data controller

The person responsible in the sense of the data protection regulations is:

Claus Wunderlich, Wunderlich Cover Solutions GmbH \* Große Heerstr. 63 \*D-72793 Pfullingen as well as the respective insurers.

### 3. Legal basis, consent to data processing

(1) The client expressly consents that all personal data, in particular special personal data, such as health data of the persons to be insured, may be stored by WCS within the framework of the legal regulations of the German Data Protection Regulation (DSGVO) and the German Federal Data Protection Act (BDSG) and passed on to the cooperating companies known to the client for the purpose of mediation and administration.

(2) Art. 6 para. 1 lit. a) and b) DSGVO constitute the legal basis for the processing of the client's personal data. Art. 9 para. 2 lit. a) for the processing of special personal data.

(3) This consent shall apply irrespective of the conclusion of the contract applied for and also for the corresponding examination in the case of insurance contracts to be applied for elsewhere or in the case of future applications of the Principal.

(4) WCS may disclose the client's data, in particular also the client's health data, to persons professionally bound to secrecy (e.g. lawyers and tax advisors) for the purpose of obtaining opinions and expert reports as well as for the legal examination of claims.

### 4. Authority of the insurers / the contracting parties

(1) The client agrees that all information and data which could be of importance for the insurance cover requested by him are passed on to the potential contractual partner (e.g. insurer). These potential contractual partners are entitled to store and use the data relevant to the contract - in particular also the health data - within the scope of the purpose of the contract for the purpose of proper examination and further execution of the contract.

(2) Insofar as it is necessary for entering into and renewing the contract, this data, including the health data, may be transmitted to reinsurers or co-insurers on a confidential and anonymised basis for the purpose of assessing the contractual risk.

<sup>3</sup> according to the official translation of the German Civil Code for *Widerruf*.

## **5. Employees and sales partners**

The Client agrees that all employees and agents of WCS may store and view his personal data, including but not limited to health data, and use such data for the purpose of providing advice to the Client and the Insurer. WCS's employees include all employees, self-employed commercial agents, recommenders and other vicarious agents who maintain a contractual arrangement with WCS and comply with the provisions of the Federal Data Protection Act. The Client agrees that its personal data, financial status and health data may be disclosed to these and future employees of WCS for the purpose of contract support and that its employees are entitled to inspect, process and use the Client data within the scope of the purpose of the contract.

## **6. Instruction regulation**

The Client instructs its existing contractual partners (e.g. insurers) to hand over all contract-related data - including health data - to WCS without delay. This is in particular for the purpose of contract transfer so that WCS can carry out the review of the existing contract.

## **7. Duration for which the personal data are stored**

The customer data will be deleted after termination of the cooperation in accordance with the legal provisions, in particular the legal retention periods. In order to defend against future claims for damages, the deletion periods may be extended accordingly. The client agrees that the deletion claim does not refer to audit-proof backup systems and is carried out in the form of a blocking.

## **8. Rights of the client as data subject**

The client is entitled to all rights mentioned in Chapter 3 (Art. 12-23) DSGVO, in particular the right to information, correction, deletion, restriction of processing, right of objection and right to data portability.

## **9. Cooperation partner**

The Customer is aware that WCS works together with cooperation partners within the scope of the tasks it has assumed in accordance with the contract. For this reason, the cooperation partners have been authorised. For the purpose of the implementation in accordance with the order, it is also necessary, in addition to the authorisation, that the cooperation partner receives the data of the client and is also authorised to use, pass on or store data within the scope of this data protection declaration of consent. The cooperation partners named below are therefore granted the declaration of consent under data protection law to the extent of the data protection declaration here. This also applies in particular to the sensitive personal data, in particular also the health data of the client. The client consents to the use of data on the basis of this data protection agreement with regard to the companies named below:

- Die Sport Assekuranz Financial & Insurance Broker GmbH & Co. KG, P.O. Box 7129, 72784 Pfullingen, Germany
- Wunderlich Financial Consulting GmbH, Erlenstr. 27, 2555 Brügge

The Principal agrees to the transfer of data to the aforementioned companies if this is necessary for the fulfilment of WCS in accordance with the contract.

## **10. Legal successors**

(1) The Client consents that the information, data and documents collected, processed and stored by WCS on the basis of this Privacy Policy, in particular also the health data, are passed on to a possible legal successor of WCS or a purchaser of the insurance portfolio, so that the latter can also fulfil its contractual and legal obligations as legal successor of WCS. The consent is given in accordance with Art. 9 (1) DSGVO.

(2) The principal data required to evaluate the intermediary company may also be forwarded to a potential acquirer of the intermediary company. Special personal data, in particular health data within the meaning of Art. 4 No. 15 DSGVO, do not count as required client data according to sentence 1. These may therefore not be transferred to a potential acquirer. According to paragraph 1, such data shall only be transferred after the actual sale or legal succession.

## **11. Emergency clause for holiday and sickness replacement**

The client expressly agrees that WCS may be represented by another licensed insurance intermediary. Cases of representation are in particular the absence of WCS due to holidays, illness, occupational disability or death. In the event of a necessary representation of the client's interests, an insurance intermediary or company will act as an authorised representative and will be granted access rights to the client's data. The client also expressly agrees to this. The authorisation for the respective colleague is granted. This colleague is to be named individually by us in advance.

If a necessary case of representation arises, the aforementioned cooperation intermediary will act as a vicarious agent and with sub-authorisation of WCS.

## **12 No data transfer to third countries**

WCS does not intend to transfer personal data of the Customer to third countries. However, data may be transferred to so-called third countries, provided that an adequacy decision of the European Commission pursuant to Article 45 of the General Data Protection Regulation exists for these countries. This is the case, for example, with Switzerland.

## **13. Existence of automated decision-making**

WCS does not use automated decision-making or profiling.

## **14. Revocation**

The consent to the use, storage and disclosure of all collected and existing data - including health data - can be revoked by the client at any time and without justification. The companies involved in the contract mediation and/or management shall be informed immediately of the revocation and shall be obliged to implement the legal regulations of the DSGVO and the BDSG without delay. If the revocation leads to the fact that the purpose of the contract regulated in the preamble cannot be fulfilled, the agreed obligation of WCS towards the person or company declaring the revocation ends automatically. The client has the possibility to complain to the competent State Office for Data Protection Supervision (LDA) at any time.

## **15. Declaration of consent for special personal data**

With the use, storage and utilisation of special personal data, including health data and his financial status, within the scope of this data protection agreement, the client declares his consent, which he can revoke at any time without giving reasons.

## **16. Email communication**

By signing this agreement, the client expressly agrees to receive unencrypted e-mails for the purpose of order processing. He expressly gives this consent also in the event that the e-mail contains special personal data, such as health data or financial status. If he has already sent the special personal data to WCS by unencrypted e-mail, he authorises the non-encrypted communication until revoked for the future.

### 17. Permission to contact

The Customer agrees that WCS may contact him by any available means of communication (telephone, fax, mail, email, SMS, messenger, etc.), as far as the Customer has provided WCS with the necessary data. This contact may be made for the purpose of servicing contracts brokered by WCS and, if applicable, for servicing contracts brokered by third parties. This contact is also permissible for the purpose of offering new insurance contracts as well as for the purpose of offering cover for uncovered risks that have arisen due to changes in the general conditions. Insofar as the client has provided WCS with an e-mail address for contacting and/or for the purpose of servicing brokered contracts and/or, if applicable, for servicing contracts brokered by third parties, it is expressly pointed out that the transmission of data by e-mail by the broker takes place in unencrypted form. This consent shall continue to apply even after termination of the contractual relationship (e.g. for customer recovery) if it has not been expressly revoked in text form.

The client may revoke this permission at any time in full or for certain communication channels vis-à-vis WCS or limit the contact to certain information in terms of content.

### 18. Consent to disclosure of the data to personal acquaintances (according to definition below)

The policyholder agrees to the disclosure of data regarding the insurance contracts i.e. applications and/or of damage claims to the spouse, life partner and/or to children (1st degree relatives) as well as to co-insured persons.



☐ Yes

☐ No, I do not grant consent

**The conclusion or implementation of the insurance contract is not possible without the processing of your personal data.**

In addition, we need your personal data to compile insurance-specific statistics, e.g. for the development of new tariffs or to meet regulatory requirements. We can use the data of all contracts existing with us for a consideration of the entire customer relationship, for example, for advice regarding a contract adjustment or amendment, for goodwill decisions or for comprehensive provision of information. The legal basis for this processing of personal data for pre-contractual and contractual purposes is Art. 6 para. 1b DSGVO. If special categories of personal data (e.g. your health data when concluding an insurance contract) are required for this purpose, we obtain your consent in accordance with Art. 9 (2a) in conjunction with Art. 7 DSGVO. If we compile statistics with these data categories, this is done on the basis of Art. 9 Para. 2j DSGVO in conjunction with Art. 27 BDSG.

We also process your data to protect legitimate interests of us or of third parties (Art. 6 para. 1f DSGVO). This may be necessary in particular

- to ensure IT security and IT operations,
- for advertising our own insurance products and their cooperation partners as well as for market and opinion surveys,
- for the prevention and investigation of criminal offences, in particular we use data analyses to identify indications that may point to insurance fraud.

In addition, we process your personal data to fulfil legal obligations such as regulatory requirements, commercial and tax retention obligations or our duty to provide advice. In this case, the respective legal regulations in conjunction with Art. 6 (1c) DSGVO serve as the legal basis for the processing. Should we wish to process your personal data for a purpose not mentioned, we will inform you of this in advance within the framework of the legal provisions.

### Categories of recipients of personal data

#### Reinsurers:

Risks assumed by insurers may be insured by them with special insurance companies (reinsurers). For this purpose, it may be necessary to transfer your contract and, if applicable, benefit case data to a reinsurer so that they can form their own picture of the risk or insured event.

#### Intermediary:

Insofar as you are looked after by an intermediary with regard to your insurance contracts, your intermediary will process the application, offer, contract and benefit case data required for the conclusion and implementation of the contract. Our company also transfers this data to the intermediaries looking after you, insofar as they require the information to look after you and advise you on your insurance and financial services matters.

#### External service providers:

We sometimes use external service providers to fulfil our contractual and legal obligations. The currently valid list of contractors and service providers used by us with whom we have more than temporary business relationships can be requested from us at any time.

#### Other recipients:

In addition, we may transfer your personal data to further recipients, such as authorities for the fulfilment of legal notification obligations (e.g. social insurance institutions, tax authorities or law enforcement agencies).

### Duration of data storage

We delete your personal data as soon as it is no longer required for the purposes stated. In this context, personal data may be retained for the period during which claims can be asserted against our company or the respective insurers (statutory limitation period of three or up to thirty years). In addition, we store your personal data insofar as we are legally obliged to do so. Corresponding obligations to provide proof and to store data result, among other things, from the German Commercial Code, the German Fiscal Code and the German Money Laundering Act. The storage periods are then up to ten years after termination of the contract.

### Data subject rights

You can request information about the data stored about you at the above address. In addition, under certain conditions, you can demand the correction or deletion of your data. You may also have the right to restrict the processing of your data and the right to receive the data you have provided in a structured, common and machine-readable format.

### Right of objection

**You have the right to object to the processing of your personal data for direct marketing purposes. If we process your data for the protection of legitimate interests, you can object to this processing if reasons arise from your particular situation that speak against the data processing.**

### Right of complaint

You have the possibility to lodge a complaint with a data protection supervisory authority in your country of residence.

### Automated individual case decisions

On the basis of your risk information, which we ask you about when you apply or request an offer, we can make fully automated decisions, for example, about the conclusion of the contract, possible risk exclusions or the amount of the premium you have to pay.

## **Consent to the collection and use of health data and declaration of release from confidentiality obligation**

The provisions of the Insurance Contract Act, the Federal Data Protection Act and other data protection regulations do not contain sufficient legal basis for the collection, processing and use of health data by insurance companies. In order to be allowed to collect and use your health data for this application and the contract, WCS as well as the insurance company with which the insurance contract is concluded (hereinafter referred to as "insurance company") therefore requires your consent(s) under data protection law. In addition, the insurance company with which your insurance contract is concluded requires your release from confidentiality obligations in order to be able to collect your health data from bodies subject to confidentiality obligations, such as doctors. In addition, the insurance company also needs your release from the duty of confidentiality in order to be able to forward your health data or other data protected under Section 203 of the Criminal Code, such as the fact that a contract exists with you, to other bodies, e.g. IT service providers.

The following declarations of consent and release from the obligation to maintain confidentiality are indispensable for the examination of your application as well as the establishment, implementation or termination of your insurance contract in the insurance company. If you do not provide them, it will generally not be possible to conclude the contract.

The declarations concern the handling of your health data and other data protected under § 203 of the German Criminal Code (Strafgesetzbuch)

- by WCS and by the insurance company itself (under 1.),
- in connection with queries to third parties (under 2.),
- in the event of disclosure to bodies outside the insurance company (under 3.) and
- if the contract is not concluded (under 4.).

The declarations also apply to any persons legally represented by you and co-insured, such as your children, insofar as they do not recognise the scope of this consent and are therefore unable to make their own declarations.

### **1. Collection, saving and use of the health data you submitted to the insurer**

I consent to WCS GmbH and the insurer collecting, saving and using the health data I disclosed in this application and I shall disclose in the future provided that this is necessary for reviewing this application and for establishing, performing or terminating this insurance contract.

### **2. Request of health data from third parties**

#### **2.1. Request of health data from third parties to assess risks and verify the duty to indemnify**

For the assessment of the risks to be insured, it may be necessary to obtain information from third parties who are in possession of your health data. In addition, for the verification of the duty to indemnify, it may be necessary for the insurer to check the data which you provided regarding your physical condition to substantiate your claims or which is shown in the submitted documents (e.g. invoices, prescriptions, expert opinions) or notifications e.g. by a medical practitioner or other members of the health profession.

Such review shall only take place if necessary. For this, the insurer needs your consent, including a release from secrecy for itself and for said third parties if your health data or other information protected under section 203 must be passed on within the framework of this request. You may grant these declarations now (Option 1) or later on in each individual case (Option II). You may change your decision at any time. Please select one of the following two options:

#### **Option I:**



☐ I consent to the insurer obtaining my health data from medical practitioners, medical care staff members as well as from hospital employees, or other health institutions, nursing homes, health insurers, statutory health insurance companies, professional associations and authorities, and using said data for said purposes, provided that this is required for the assessment of the risks or the verification of the duty to indemnify. I release said parties and employees of said institutions from secrecy, provided that the health data saved with my permission from examinations, consultations, treatments as well as from insurance applications and contracts from a period not exceeding ten years prior to this application are transmitted to the insurer. In this regard I furthermore consent to the insurer transmitting my health data to said parties if required and I release the persons working for the insurer from secrecy.

Prior to each disclosure of data pursuant to the above paragraphs, I shall be informed as to whom the data is to be disclosed to and for what purpose and I shall be instructed that I may object to such disclosure and submit the required documents myself.

#### **Option II:**



☐ I wish the insurance company to notify me in each individual case about what persons or organisations require the information and for what purpose. I will then decide in each case, whether I

- consent to the insurer collecting and using my health data, release said persons or organisations and their employees from secrecy and consent to said parties transferring my health data to the insurer
- or provide the required documents myself.

I am aware that this may lead to a delay in the processing of the application, or in the review of the duty to indemnify.

Insofar as the above declarations refer to the details I provided in this application for insurance, they shall be valid for a period of five years after conclusion of the contract. Should the insurer provide concrete evidence after the conclusion of the contract that I intentionally did not answer fully and truthfully when I applied for insurance and therefore influenced the assessment of risks, the declarations shall be valid for a period of up to ten years after conclusion of the contract.

#### **2.2. Declarations in the event of your death**

In order to establish the duty to indemnify, it may also be necessary to review your health data after your death. A review may also be necessary should the insurer provide concrete evidence within ten years after conclusion of the contract that you intentionally did not answer fully and truthfully when you applied for insurance and therefore influenced the assessment of risks. For this purpose, the insurer also requires your consent and release from secrecy. Please select one of the following two options:

#### **Option I:**



☐ In the event of my death, I consent to third parties disclosing my health data in order to establish the duty to indemnify or if necessary to review my application anew as described in the first tick box (see 2.1. above –Option I).

#### **Option II:**



☐ Should data be collected after my death for the purpose of establishing the duty to indemnify or if necessary to review my application anew, decisions regarding the declarations of consent and release from secrecy shall be made by my heirs or –if otherwise specified – by the beneficiaries of the contract.

### **3. Disclosure of your health data and other data protected under section 203 of the German Criminal Code to third parties**

The insurer shall contractually oblige the following parties to comply with the regulations on data protection and data security.

#### **3.1 Disclosure of data for medical assessment**

For assessing the risks to be insured and for establishing the duty to indemnify, it may be necessary to call in medical experts. The insurer needs your consent and release from secrecy if your health data and other data protected under section 203 of the German Criminal Code are transferred for this purpose. In each case, you shall be notified of the transfer of your data.

I consent to the insurer transferring my health data to medical experts, provided that this is necessary to assess the risks and establish the duty to indemnify, that my health data is used for the purposes for which it was granted and that the results are returned to the insurer. In respect of my health data and other data protected under section 203 of the German Criminal Code, I release the persons working on behalf of the insurer and said experts from secrecy.

#### **3.2 Transfer of tasks to other parties (companies or persons)**

In some cases, the insurer itself does not carry out certain tasks, during which it may be necessary to collect, process or use your health data, such as assessing risks, processing insurance claims and assisting the customer by telephone, but instead assigns these tasks to another company of the insurance group, or a third party. If your data protected under section 203 of the German Criminal Code is disclosed for said purpose, the insurer requires your release from secrecy for itself and, if necessary, for said third parties.

The insurer requires your consent for the disclosure of your health data to and use of your health data by the above-mentioned parties

I consent to the insurer transferring my health data to the above-mentioned parties and said parties collecting, processing and using my health data for the specified purposes to the same extent as the insurer would be allowed. Where required, I release the persons working for the insurer and/or companies of the insurance company's group as well as other parties from secrecy in respect of the disclosure of my health data and other data protected under section 203 of the German Criminal Code.

#### **3.3 Disclosure of data to reinsurers**

To ensure that your claims are settled, the insurer may call upon reinsurers who shall assume the risk in whole or in part. In some cases, these reinsurers use for this purpose other reinsurance companies to whom they also transfer your data. The insurer may transfer your application for insurance or claim for indemnity to the reinsurance company so that they may make their own assessment of the risk or insurance claim. This would be the case, in particular, if the cover sum is extremely high or the risk is difficult to assess.

Furthermore, it is possible that the reinsurer shall assist the insurer in assessing the risks, establishing the duty to honour valid insurance claims as well as evaluating procedures due to their expertise in this regard.

If reinsurers assumed the insurance against the risk, they may check whether the insurer had correctly assessed the risk or the insurance claim. Moreover, data relating to your existing contracts and applications shall be disclosed to reinsurance companies to the extent necessary so that they may review whether and to what extent they can share the risk. Data relating to your existing contracts may also be disclosed to the reinsurance company for the settlement of premiums and insurance claims.

As far as possible, anonymised or pseudonymised data shall be used for the above-mentioned purposes. Your personal data shall be used by the reinsurers only for the purposes specified above. You will be informed by the insurer should your health data be transferred to reinsurers.

I consent to my health data being transferred to and used by reinsurers – to the extent necessary – for the purposes mentioned. To the extent necessary, I release the persons working on behalf of the insurer from secrecy with respect to my health data and other data protected under section 203 of the German Criminal Code.

#### **3.4 Disclosure of data to self-employed intermediaries**

In general, the insurer shall not disclose any details regarding your health to self-employed intermediaries. However, in the following cases it may be necessary to disclose your data to the intermediary, allowing them to draw their own conclusions regarding your health or information relating to your contract protected under section 203 of the German Criminal Code.

Insofar as it is required for contract-related consultation, the intermediary advising you may receive information on whether your contract may be accepted and if so, under which conditions (e.g. contract acceptance with additional risk premium, exclusion of certain risks).

The contract mediator (intermediary) shall be informed if your contract was concluded and with what content. At the same time, the intermediary shall also be informed whether additional risk premiums or exclusion of certain risks have been agreed.

Should the intermediary advising you be replaced by another, the contractual data including the information regarding additional risk premiums and exclusion of certain risks may be transferred to the new intermediary. Should the intermediary advising you be replaced by another, you shall be informed prior to the transfer of your health data and instructed regarding your right to object.

Should it be necessary in the above-mentioned cases, I consent to the insurer transferring my health data and other data protected under section 203 of the German Criminal Code to the independent insurance intermediary and to said party collecting, saving and using my data for consultation purposes.

### **4. Saving and use of your health data should the contract not be concluded**

Should the contract not be concluded, WCS GmbH and the insurer may save your health data disclosed in the context of risk assessment for the case that you make a new application for insurance cover. The insurer may also make a report regarding your application to H.I.S. (the German insurance reference and information system). This report may be transmitted to enquiring insurance companies for their assessment of risks and establishment of duty to indemnify (see 3.4). The insurer may also save your data in order to have the possibility to answer possible enquiries from other insurance companies. Your data shall be saved with the insurer and in the German reference and information system until the end of the third calendar year after the year in which your application was made.

Should the contract not be concluded, I consent to WCS GmbH and the insurer saving and using my health data for the above-mentioned purposes for a period of three years from the end of the calendar year in which my application was made.

## Closing declaration by the policyholder and person to be insured

### 1. Miscellaneous

This insurance application serves as the basis for processing the insurance contract. If the person required to provide information conceals or incorrectly states an important fact which they knew or should have known when concluding the contract (concealment), the insurer shall not be bound by the contract if it is cancelled within 4 weeks after the insurer becomes aware of the breach of the duty of disclosure.

### 2. Responsibility for the application

Your broker shall advise you during the conclusion of the contract. Please check the information which you have provided, or which the broker has provided on your behalf, in this application or other documents, for accuracy and completeness, otherwise you may put your insurance cover at risk.

### 3. Declaration by the person to be insured for the benefit of a third party

I hereby agree that the applicant is authorised to conclude this insurance in my name in their favour and thus to be beneficiary. I am aware that my heirs and I shall not be entitled to any claim for indemnity.

### 4. Additional closing joint declaration

I shall be bound by this application for one month. I am aware that the insurance cover shall not commence until I have paid the agreed premium and that any provisional insurance commitments shall lapse retroactively if the initial premium is not paid within two weeks after presentation of the insurance certificate.

### 5. Remuneration

If an insurance contract between me and an insurer is concluded on the basis of this application, WCS is entitled to remuneration. If I pay the owed single or term premium (hereinafter "premium") to the insurer, WCS's claim for remuneration against me is settled. The amount of the premium owed is determined by the Certificate of Insurance or the Cover Note to this application, even if the premium stated in the application is lower. If I do not pay the premium owed, WCS's claim for compensation will be equal to the lost insurance commission - usually at least 25% of the premium owed. WCS will claim this immediately after termination, unless I prove a lower damage. The assertion of actually higher claims for damages remains reserved. A partial payment will be charged to the damage compensation. WCS is entitled to assign claims for damages.

With my signature I confirm that I have provided the above information to the best of my knowledge and ability. Verbal agreements shall be invalid. I am aware that the insurer may withdraw from the contract or refuse to indemnify should the information be incorrect or incomplete. All notices and declarations of intent for the insurer must be made in writing. I have been provided with a copy of the application.

WCS is authorised to conclude the insurance contract on behalf of the insurers. WCS is in particular granted power of cancellation and collection. I have taken note of this before submitting my application and acknowledge that this power of attorney exists.

_____	✗	_____
Place / Date		Signature of policyholder
_____	✗	_____
Place / Date		Signature of insured person
_____	✗	_____
Place / Date		Signature of legal representative
_____	✗	_____
Place / Date		Signature of legally represented person (in the case of the required ability to reason, at the earliest from completion of the 16 <sup>th</sup> year of age)
_____	✗	_____
Place / Date		Signature of broker/broker number

I hereby confirm that before submitting my contractual declaration I have received clear and legible contract documents, including the conditions for sports disability insurance for professional athletes SUB2024\* and the information according to the Insurance Contract Act Information Regulation (VVG-*Informationspflichtenverordnung*), the insurance claim information, the premium table and also the terms and conditions of WFC GmbH in writing. They are therefore a component of the contract. \* as at: 03.2025

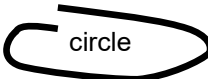
I hereby grant permission to WFC to select or change the insurer at the beginning of or during the contract as long as the original conditions remain the same or are changed for the better (insurance premium table, conditions, medical decisions).

_____	✗	_____
Place / Date		Signature of policyholder



Please do not print out this application, but complete it and return it to us on the computer.

# Confidential medical questionnaire

For questions with several possible answers, please  the appropriate answer

Please always state the beginning and the end as well as the type of treatment for all answers. Also if you are now treatment and complaint free. If you have answered yes to the questions, please provide details on a supplementary sheet.

Surname: \_\_\_\_\_ Forename: \_\_\_\_\_ Height: \_\_\_\_\_ Weight: \_\_\_\_\_

## 1. HEALTH

- 1.1. Do you suffer from a permanent disability? If yes, what? Degree of invalidity? Since when (date)? ☐ Yes ☐ No
- 1.2. Have you consulted a doctor in the last 2 years (apart from your club doctor)? If yes, please give details and dates: ☐ Yes ☐ No
- 1.3. Do you drink alcoholic drinks? If yes, how many per day? ☐ Yes ☐ No
- 1.4. Do you smoke? If yes, how many per day? ☐ Yes ☐ No
- 1.5. What is your blood pressure?
- 1.6. Do you have problems with seeing? If yes, sight right/left eye. ☐ Yes ☐ No
- 1.7. Do you have problems with hearing? How are these corrected ☐ Yes ☐ No
- 4.2. Have you had tendonitis? If yes, where and when? ☐ Yes ☐ No
- 4.3. Have you ever had a cervical syndrome or suffer from persistent pain in the shoulder, in the elbow or wrist? (for several weeks or months) ☐ Yes ☐ No
- 4.4. Have you ever suffered from lumbago or sciatica? ☐ Yes ☐ No

## 2. HOSPITALISATION

- 2.1. Have you ever been operated on, once or several times or for an illness? If yes, what type and when? ☐ Yes ☐ No
- 2.2. Have you ever been hospitalised for other reasons? If yes, for what reason? ☐ Yes ☐ No
- 2.3. Have you any reason to think you may need to undergo a medical or surgical procedure in the near future? If yes, please provide details: ☐ Yes ☐ No
5. GENERAL PATHOLOGY
- 5.1. Have you ever been unconscious? If yes, under what circumstances and when? ☐ Yes ☐ No
- 5.2. Do you suffer from allergies? Which one? ☐ Yes ☐ No
- 5.3. Do you have venous problems? Which one? ☐ Yes ☐ No
- 5.4. Do you suffer from asthma? ☐ Yes ☐ No
- 5.5. Have you ever had a stomach or duodenal ulcer? ☐ Yes ☐ No
- 5.6. Are you diabetic? ☐ Yes ☐ No

## 6. MEDICAL TREATMENT

- 6.1. Are you taking any medication? If yes, please provide details: ☐ Yes ☐ No
- 6.2. Are you or have you been under medical treatment for a long time? (longer than 3 months?) If yes, please state treatment. ☐ Yes ☐ No

## 3. TRAUMATOLOGY

- 3.1. Have you broken one or more bones? If yes, where a. when? ☐ Yes ☐ No
- 3.2. Have you suffered sprains, dislocations or luxations? If yes, where and when? (please state if there have been accidents several times at the same place) ☐ Yes ☐ No
- 3.3. Have suffered from one or more muscle, tendon or ligament tears? If yes, where and when? ☐ Yes ☐ No
7. MEDICAL EXAMINATIONS
- 7.1. Have you had special x-ray examinations (arthrography, urography, myelography, arteriography, etc.)? If yes, what? ☐ Yes ☐ No
- 7.2. Have you had a computer tomography scan (CT)? If yes, why ☐ Yes ☐ No

## 4. FUNCTIONAL PATHOLOGY

- 4.1. Do you have swollen joints without accident trauma? If yes, where and when? ☐ Yes ☐ No
- 7.3. Have you had an echograph examination? (muscle, tendon, abdomen, heart) If yes, why? ☐ Yes ☐ No



7.4. Have you had an electroencephalography (EEG)? If yes, why ☐ Yes ☐ No 7.8. Have you had an exercise ECG? If yes, why? ☐ Yes ☐ No

7.5. Have you had a magnetic resonance tomography (MRI)? If yes, why? ☐ Yes ☐ No 7.9. Have you ever had an AIDS test with a positive result? If yes, when? ☐ Yes ☐ No

7.6. Have you had a scintigraphy? If yes, why? ☐ Yes ☐ No 8. **SPORT INCAPACITY**  
8.1. Are you fully or partly unable to participate in sport? If yes, what and why: ☐ Yes ☐ No

7.7. Have you had a specific endo- or arthroscopic examination? If yes, why? ☐ Yes ☐ No 8.2. Are you currently free from illness and injury? ☐ Yes ☐ No

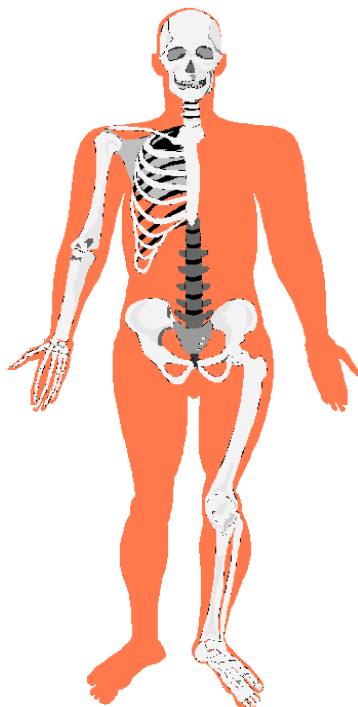
8.3. Are you currently competing and training in your role as a professional sportsperson? ☐ Yes ☐ No

8.4. Please advise the number of matches you have missed and the amount of time you were disabled during each of the last 3 years due to injury or illness in the following table:

Year	Month	Time Disabled	Missed Matches	Injuries/Illness Sustained

For parts 3. TRAUMATOLOGY and 4. FUNCTIONAL PATHOLOGY of the questionnaire, please use the diagram below to mark the areas where you have given a positive answer. Please use single arrows to indicate the stated places with the corresponding question numbers.

For Example: 3.1 → To indicate a broken bone



If you believe that more extensive information about the questions is required, please enclose a separate sheet, stating the corresponding question number.

\_\_\_\_\_  
Place / Date

X

\_\_\_\_\_  
Signature of insured person

**Supplement to the health questions:**

For all answers, please always state the beginning and end as well as the type of treatment. Also whether and since when you have been free of treatment and complaints.

Question	Answer



Record of consultation

General



Policyholder:  
with:

Consultation

Date of consultation: \_\_\_\_\_ from \_\_\_\_\_ am/pm to \_\_\_\_\_ am/pm

Place: \_\_\_\_\_

Participants: \_\_\_\_\_

Reason for consultation - customer's request

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Content of consultation - advice/rationale - customer's decision

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

☐ further record in addendum

Please see our basic/customer information regarding the data required by law.  
Insurance coverage starts only after acceptance of the contract (issuing of policy) by the insurance company and payment of the first premium.

\_\_\_\_\_  
Date    Signature of policy holder

\_\_\_\_\_  
Date    Signature of insurance agent

This English translation may be used for information purpose only, the German wording prevails in case of litigation.

**Contract documents from your coverholder (contract manager)**

**for sports disability insurance for professional athletes**

**SUB 2024**

Stand 03.2025

The contract documents organise into seven sections:

I.	General Customer Information	Page 2
II.	Powers of Wunderlich Cover Solutions GmbH	Page 6
III.	Insurance Product Information Document	Page 7
IV.	Insurance Conditions for professional disability insurance SUB 2024	Page 9
V.	Additional Terms for young professional Athletes "Youngsters"	Page 16
VI.	Information of data processing	Page 17
VII.	General Terms and Conditions (GTC) Online	Page 22

## I. GENERAL CUSTOMER INFORMATION

### Company information

Below is an overview of the possible companies for your contract. Please refer to your application or offer for the company which particularly matches your contract.

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#### Lloyd's Insurance Company SA

##### 1. Identity and address of the insurer:

Lloyd's Insurance Company S.A.  
Bastion Tower  
Marsveldplein 5, B-1050 Brüssel  
Internet: [www.LIC.com](http://www.LIC.com)  
Legal form: SA  
Location: Brüssel, Belgium

##### 2. Main business activity of the insurer / Name and address of the competent supervisory authority

The insurer provides property, casualty and accident insurance.  
The supervisory authority is the FSMA, THE FINANCIAL SERVICES AND MARKETS AUTHORITY, Rue du Congrès/Congresstraat 12-14, B-1000 Brussels. The German general representative for Lloyd's has been registered with the Frankfurt Chamber of Commerce under the registration number HRA 26467.  
The principal business activity of Lloyd's underwriters is to transact non-life and life insurance and reinsurance business.

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#### Starr Europe Insurance Limited (Starr Malta)

##### 1. Identity and address of the insurer:

Starr Europe Insurance Limited (Starr Malta)  
Zweigniederlassung der Starr Europe Insurance Limited, Rosa-Aschenbrenner-Bogen 3, 80797 München.  
Internet: [www.starcompanies.com](http://www.starcompanies.com)  
Legal form: Ltd.  
Location: Munich, Germany

##### 2. Main business activity of the insurer / Name and address of the competent supervisory authority

The insurer provides property, casualty and accident insurance.  
The supervisory authority is the Federal Financial Supervisory Authority (BaFin): Insurance Supervision Department, Graurheindorfer Strasse 108, 53117 Bonn.

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#### Hamilton Insurance DAC

##### 1. Identity and address of the insurer:

Hamilton Insurance DAC  
2 Shelbourne Buildings, Crampton Avenue, Ballsbridge, Dublin 4, D04W3V6  
Internet: <https://www.hamiltongroup.com/insurance-group/about-hamilton-insurance-dac>  
Legal form: Designated Activity Company  
Location: Dublin, Republic Ireland

##### 2. Main business activity of the insurer / Name and address of the competent supervisory authority

The insurer provides property, casualty and accident insurance.  
The supervisory authority is Central Bank of Ireland, New Wapping Street, North Wall Quay, Dublin 1, D01 F7X3

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#### Liberty Mutual Insurance Europe SE

##### 1. Identity and address of the insurer:

Liberty Mutual Insurance Europe SE  
5-7 rue Leon Lavel, L3372, Leudelange, Grand Duchy of Luxembourg  
Internet: [www.libertyspecialtymarkets.com](http://www.libertyspecialtymarkets.com)  
Legal form: SE Europäische Aktiengesellschaft  
Location: Luxembourg, Grand Duchy of Luxembourg

##### 2. Main business activity of the insurer / Name and address of the competent supervisory authority

The insurer provides property, casualty and accident insurance.  
The supervisory authority is Commission de Surveillance du Secteur Financier, Luxembourg, 283, route d'Arlon, L-1150 Luxembourg

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#### Swiss Life (Luxembourg) SA

##### 1. Identity and address of the insurer:

Swiss Life (Luxembourg) SA  
Vertigo Naos Building 6 rue Eugène Ruppert L- 2453 Luxembourg  
Internet: [www.swisslife.lu](http://www.swisslife.lu)  
Legal form: Société Anonyme  
Location: Grand Duchy of Luxembourg

##### 2. Main business activity of the insurer / Name and address of the competent supervisory authority

The insurer provides life insurance  
The supervisory authority is Commissariat aux Assurances (CAA), Boulevard Joseph li 7 1840 Luxembourg Tel.: +352 2269111; Fax: + 352 226910; E-Mail: [caa@caa.lu](mailto:caa@caa.lu)

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and other syndicates / insurance companies / underwriters on behalf of Lloyd's London or Lloyd's Insurance Company SA, as the case may be, and other insurance companies or underwriters of similar credit standing.

### Switching to a different insurer

We would like to point out the possibility of a change in accordance with § 2 of the powers of attorney of "Wunderlich Cover Solutions"

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**Your contract manager is:****Wunderlich Financial Consulting GmbH**

Große Heerstr. 63 \*D-72793 Pfullingen

CEO: Claus Wunderlich

Tel. + 49 7121 3811870, Fax +49 7121 3911871

info@wunderlich.gmbh, www.wunderlich.gmbh

For the aforementioned insurance company, **Wunderlich Cover Solutions GmbH** act as underwriter/contract manager (authorised representative of insurer for payment and insurance certificate).

This power of attorney can be transferred to branches, subsidiaries or sister companies of **Wunderlich Cover Solutions GmbH**. The same applies in reverse order, provided that these companies are authorised representatives.

In addition, **Wunderlich Cover Solutions GmbH** may use other intermediaries to handle the transaction:

The client (policyholder) authorises **Wunderlich Cover Solutions GmbH**, its vicarious agents and any legal successor to represent it in the commissioned insurance matters. This power of attorney includes in particular the granting and revocation of sub-authorisations to other insurance intermediaries.

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**Main features of the insurance contract**

The main features of the insurance contract are based on the conditions for sports disability SUB 2024, including the explanatory notes and clauses. An overview can be found on your application form. For the remainder, the statutory provisions and the law of the Federal Republic of Germany shall apply.

All of the documentation for your contract can be found attached to this customer information.

These govern the nature, scope, timing and performance of the insurer's performance.

**Total price of the insurance**

Please refer to the offer or the application for the total price of insurance in accordance with your preferred payment method. This amount includes the statutory insurance tax.

**Additional costs**

No other fees and charges are levied for the conclusion of the insurance contract.

In the event of default, we may demand a reminder fee of 30 EUR. Should this come to a court order for payment, other fees will be incurred, the amount of which depends on the amount due.

You may be charged for processing fees charged by the banks for a failed direct debit.

In addition, the following flat rate administration costs charges are incurred:

- Issue of a replacement insurance policy or sending the insurance certificate by post EUR 25.00.
- Issue a tax certificate EUR 25.00.

When using our service numbers, the normal telephone charges apply.

**Payment and performance**

The one-off payment is to be made immediately after the date of the start of the insurance period as agreed and specified in the insurance policy, regardless of the existence of a right of withdrawal.

If the agreed date of commencement is prior to the conclusion of the contract, the one-off payment is to be made immediately upon conclusion of contract.

Should the insurance policy differ from the request of the policyholder or from agreements reached, the first or one-off premium is to be paid at the latest one month after receipt of the insurance policy.

In agreements relating to payment by instalments, the first instalment is the first premium payment.

A subsequent contribution will be due on the agreed date of the relevant period of insurance. The payment shall be considered timely if it is initiated within the period specified in the insurance policy or in the premium calculation.

**Validity of the information**

Unless otherwise agreed, our offers are valid for one month.

If a premium adjustment is performed in the time between the application and the start of the insurance, the premium applicable on the day of the start shall apply.

**Formation of contract**

The sports disability insurance can only be requested through our online application or application form. In the application, please answer the questions truthfully and completely. Please allow sufficient time to do this. Do not make presumptive statements. If you are unsure or have doubts, or can you only vaguely remember, please use all your available opportunities to inform yourself before answering the questions on the respective health situation properly, for example with the help of your doctor.

After receiving an application, we examine if the application can be accepted at normal conditions, using the risk and health information provided.

If the risk assessment shows that an application cannot be accepted on the proposed terms, we examine whether an individual risk exclusion could be created to compensate for the increased risk. If this is not the case, we will defer acceptance of an application for a certain time or refuse to undertake the insurance cover entirely.

An individual risk exclusion always requires your consent, either in the form of a separate consent form to be delivered by you (e.g. when first applying for sports disability insurance) or by way of a marked change in the policy.

The contract is then created upon your receipt of the insurance policy. You are not bound by your application until the end of the withdrawal period (see below). Coverage starts on the agreed commencement date of the insurance, at the earliest from date of receipt of the application by the insurer.

**If the first premium has not yet been paid when the risk materialises, we are not required to pay.** However, our obligation continues to apply if it can be proved to us that you are not responsible for the non-payment.

Alternatively to the aforementioned process and upon acceptance by us or underwriters, you can also have immediate coverage, if you should expressly request this. This is to be noted on the application. In this case, there will be no medical risk assessment, as all existing illness and their consequences and the consequences of accidents are excluded here.

The insurance coverage begins on the date specified in the policy. This does not apply if you become in arrears with the payment of the first premium (see item 6).

#### **Right of withdrawal**

You may withdraw your contractual acceptance within 30 days in text form without stating reasons (e.g. letter, fax, e-mail). The period begins after you have received the insurance policy, the terms of contract including the insurance conditions for sports disability insurance for professional athletes SUB 2024, the further information pursuant to section 7 subsections (1) and (2) of the Insurance Contract Act in conjunction with sections 1 to 4 of the Information Obligation Ordinance on the Insurance Contract Act (VVG-Informationspflichtenverordnung) and this notice in each case in text form, but not prior to performance of our obligations in accordance with section 312g subsection (1), sentence 1, of the Civil Code in conjunction with Article 246 section 3 of the Introductory Act to the Civil Code. Dispatching the withdrawal in good time suffices to meet the withdrawal deadline. The withdrawal is to be addressed to:

Wunderlich Cover Solutions GmbH  
Große Heerstr. 63  
D-72793 Pfullingen  
Fax: +49 7121 3811871  
info@wunderlich.gmbh

#### **Consequences of withdrawal**

Insurance protection will be terminated in the event of effective withdrawal, and we will refund to you the share of the premiums incurred for the period subsequent to receipt of the withdrawal if you have agreed to insurance protection commencing prior to the end of the withdrawal period. We may retain the share of the premium accounted for by the period until receipt of withdrawal in this case; this is the amount of the relevant portion of the annual contribution which is calculated as follows: Number of day on which insurance cover existed multiplied by 1/360 of the annual premium. The refund of repayable amounts will take place promptly, at the latest 30 days after receipt of the withdrawal. If insurance protection does not commence prior to the end of the withdrawal period, effective withdrawal will cause payments received to be refunded and benefits drawn (e.g. interest) to be surrendered.

#### **Special notes**

Your right of withdrawal ceases to apply if, at your explicit request, the contract has been fully performed both by you and by ourselves prior to your exercising your right of withdrawal. Upon settlement of contracts for temporary coverage and contracts with a maturity of less than two months you do not have right of withdrawal.

If you withdraw from an insurance contract, which has caused an already existing contract with the insurer to be replaced or modified, your original insurance contract continues to run.

#### **Duration**

The contract has been concluded for the agreed duration and shall be renewed automatically for another year if it is not cancelled by the insurer or the policyholder 60 days prior to the respective main due date whereby the wording of § 9 of the insurance conditions must be observed.

#### **Termination of the contract**

The insurance contract shall terminate on the expiry of the agreed duration.

For the remainder, a statutory right of termination applies in the following cases:

- for the insurer for non-payment of the subsequent premium (§ 38 VVG)
- for the insured party in the case of fee increases (§ 40 VVG)
- for the insurer and the insured party after the insurance claim (§ 92 VVG)

The details can be found in the stated provisions and the corresponding regulations in the respective terms and conditions.

#### **Applicable law and jurisdiction**

All disputes regarding the contractual relationship, including those from prior agreements, are subject to the law of the Federal Republic of Germany.

The district court of jurisdiction in your country within the EU is responsible for claims against us under the insurance contract. If you reside outside the EU, the district court in Reutlingen, or - if the amount in dispute exceeds EUR 5,000 - the district court in Stuttgart, shall have jurisdiction.

Additionally, for claims under the insurance contract or insurance brokerage, the district or land court in the district in which you resided at time the action is brought shall have jurisdiction, or, in the absence of such, your habitual residence. This jurisdiction is only not when you move your domicile or habitual residence outside the jurisdiction of the Insurance Contracts Act after the conclusion of the contract.

#### **Language**

The contract terms and the present information are communicated in German. The communication during the term of the contract is to be in German language.

#### **Out of court complaint and redress procedure - Complaint handling arrangements**

Any complaint should be addressed in the first instance to your broker.

The Lloyd's managing agent or the party named above that it has appointed to adjudicate on your complaint on its behalf, will acknowledge your complaint, by text, as soon as possible.

The Lloyd's managing agent or the party named above that it has appointed to adjudicate on your complaint on its behalf, will aim to provide you with its decision on your complaint, by text, within six weeks of the complaint being made.

Should you remain dissatisfied with the final response from the above or if you have not received a final response within six weeks of the complaint being made, you may be eligible to refer your complaint to the following organisation. The contact details are as follows:

Versicherungsombudsmann e.V.  
PO Box 080632, 10006 Berlin  
Telephone: 0800-3696000, Fax: 0800-3699000  
Email: [beschwerde@versicherungsombudsmann.de](mailto:beschwerde@versicherungsombudsmann.de)  
Internet: [www.versicherungsombudsmann.de](http://www.versicherungsombudsmann.de)

You may refer your complaint to the Insurance Ombudsman if the complainant is a consumer or in a consumer-like position and the complaint does not relate to private health insurance, the policy contract was written on an establishment basis and the value of the complaint is EUR 100,000 or less.

In addition, you may make a complaint directly to the following authority at any time and without first approaching the insurer:

Bundesanstalt für Finanzdienstleistungsaufsicht (BaFin)  
Graurheindorfer Straße 108, 53117 Bonn  
Phone: +49 (0) 228 4108-0; Fax: + 49 (0) 228 4108-1550  
E-Mail: [poststelle@bafin.de](mailto:poststelle@bafin.de)

The complaints handling arrangements above are without prejudice to your rights in law.



## II. POWERS OF WUNDERLICH COVER SOLUTIONS GMBH

### § 1 Notices and declarations of intent

1. **Wunderlich Cover Solutions GmbH** (in the following "WCS") shall be the company in charge of managing all insurance contracts of the insurers.
2. WCS is entitled to receive notices, declarations of intent, notices of claim and premiums as well as to recover outstanding premiums, conduct correspondence and make declarations of intent of any kind in connection with the insurance contract (e.g. withdrawal, termination, rescission). Premiums shall be deemed to have been received at the time of receipt by WCS.
3. The insurer has commissioned WCS to accept or reject applications from policyholders and intermediaries.
4. If the policyholder has changed his/her street or e-mail address but has not informed WCS, a message sent to the last address known by WCS shall be sufficient for any declaration of intent to the policyholder. The declaration becomes effective on the date it would have been delivered under normal conditions if the address had not been changed.

### § 2 Switching to a different insurer

WCS may at any time switch to another company in the name of the policyholder for coverage of the risk covered under this contract and/or have further insurers involved. Should WCS exercise this right, the policyholder shall be informed immediately about the company against which he/she might effectively exercise his/her contractual rights from then on. Any switch to a different insurer does not grant any special right of termination.

This power of attorney can be transferred to branches, subsidiaries or sister companies. The same applies in reverse order, provided that these companies are authorised representatives.

In addition, **Wunderlich Cover Solutions GmbH** may use other intermediaries to handle the transaction:

The client (policyholder) authorises **Wunderlich Cover Solutions GmbH**, its vicarious agents and any legal successor to represent it in the commissioned insurance matters. This power of attorney includes in particular the granting and revocation of sub-authorisations to other insurance intermediaries.

# Disablement Insurance

## Insurance Product Information Document



### The respective insurer

### Professional Sport Incapacity

This document provides a summary of the key information relating to this Sports Personal Accident and Illness Insurance Policy. Complete pre-contractual and contractual information on the product is provided in the full policy documentation which contains the full terms, conditions, limitations and exclusions, which you should read and check that it meets your Sports Personal Accident and Illness Insurance requirements. If you have any questions about your coverage or special requirements, please contact your insurance agent or the insurer.

#### What is this type of insurance?

This is a Sports Personal Accident and Illness Insurance policy, which covers specified unexpected events that could occur during a covered trip, such as needing medical treatment abroad.



#### What is insured?

Up to the sum insured as shown in the schedule for:

- ✓ **Full sports disability:** Permanent sports disability exists when the insured person is permanently and completely incapable of actively pursuing the professional activity referred to in the insurance policy due to an accident or illness. This must be confirmed by an established general doctor.
- ✓ **Temporary sports disability:** If the insured person's ability to work is affected by an accident or an illness and is receiving medical treatment, we pay a daily allowance for the duration of the medical treatment, up to a maximum is written in the policy. We pay the amount which you are entitled after the treatment. If desired, a 4-week payment schedule may be agreed.
- ✓ **Death Benefit:** A benefit in the event death is paid if the insured person dies within one year because of the accident.



#### What is not insured?

Unfortunately, we are unable to insure you against all risks and losses. The following cover and risk exclusions are not exhaustive; Further information can be found in within the Policy Document or in the insurance certificate.

- ✗ Suicide or attempted suicide, intentional self-harm.
- ✗ War, whether war be declared or not, hostilities or any act of war or civil war.
- ✗ Wilful exposure to needles perils except in an attempt to save human life.
- ✗ Fly or drive any vehicle (including aircraft) without the corresponding certificate of capacity, driving licence or the appropriate certificate.
- ✗ Alcoholism, obvious drunkenness or a blood alcohol level that was above 1.1‰ at the time of the accident.
- ✗ Drug addiction, excessive use of non-prescribed medication or non-compliance with medical prescription.
- ✗ Nuclear fission or nuclear radiation, unless they are medically prescribed.
- ✗ Terrorist act from nuclear, biological and chemical weapons.
- ✗ Psychiatric illnesses such as psychoses, psychoneuroses, psychogenic reaction or functional disorder of mental origin according to the classification of illnesses according to ICD, unless these were caused by an accident insured under this insurance contract or an insured illness.
- ✗ Aesthetic treatments, slimming, rejuvenation treatments, rehabilitation or exercise therapy without function.
- ✗ Participation as driver or passenger in a race or a test drive, as an amateur or in the context of a profession. Unless it is insured by the professional sporting activity in the insurance policy.
- ✗ Professional handball players have an additional restriction:
  - This insurance contract does not cover damage resulting directly or indirectly from or contributing to osteoarthritis, cumulative injuries or other degenerative processes of the joints, bones, tendons or ligaments
  - Excluded from insurance cover are all injuries and/or illnesses which have been medically treated within the last 24 months, for which a doctor has been consulted or for which symptoms have occurred or of which the insured person should have been aware. The period of 24 months then always refers to the next main due date.

This exclusion can be cancelled by your annual notification, which must be received by the insurer no later than 75 days before the respective main due date



#### Are there any restrictions on cover?

! Individual cover restrictions may underlie your contract.



#### Where am I covered?

✓ You have worldwide insurance coverage.



#### What are my obligations?

- You must take reasonable care to give us complete and accurate answers to any questions we ask.
- You must tell us about any changes to the information on the schedule or change which may affect your cover.
- The insured person or the policyholder is to notify the insurer of any accidents or illnesses which result in more than 30 consecutive days of incapacity. Notification is to be given within 90 days following the event giving rise to the incapacity. In the event of death, the beneficiary is responsible for this obligation. The notification must be made no later than submission of the subsequent year information, otherwise the claim will be invalid. (Please note the different notification period for accidental death and temporary sport disability.
- You must pay your premium on time.



#### When and how do I pay?

The first contribution must be paid no later than two weeks after receipt of the insurance policy. When you have to pay the other contributions, we will inform you. You can transfer the contributions to us or authorize us to withdraw them from your account.



#### When does the cover start and end?

When the insurance begins, is indicated in the insurance certificate. The prerequisite is that you have paid the first insurance premium on time and in full.  
The insurance is valid for the initially agreed duration. Unless otherwise agreed, it automatically renews for another year if you or we do not cancel it.



#### How do I cancel the contract?

You or we can terminate the contract at the end of the agreed period (this must be done no later than 60 days before). You or we may terminate the contract even if we have provided a service, or if you have brought action against us for performance. Then the insurance ends before the end of the agreed duration.

## IV. INSURANCE CONDITIONS FOR SPORTS DISABILITY INSURANCE FOR PROFESSIONAL ATHLETES SUB 2024

### § 1 Scope of insurance - What is covered?

- 1.1. The potential insured parties are professional athletes. Professional athletes are people who obtain more than 50% of their income obtained by performing their sport. It does not matter how high that income is and what sport is practised.
- 1.2. The insurer provides coverage in the event of accident (Section 1.5) or illness (Section 1.6), suffered by the insured person during the validity of the contract. The cover that can be provided is found in § 2. The insurance policy details which type of cover has been agreed under the contract.
- 1.3. An **incident** is an accident or illness that results in an Insured Person being unable to carry out their usual occupational duties.
- 1.4. The insurance cover is provided around the clock and around the world in carrying out all activities except those that are explicitly excluded under § 3
- 1.5. An accident occurs when the insured person suffers a physical health impairment due to sudden external event acting on their body (accident). An accident is also a single, excessive exertion, by which the insured person suffers a bodily injury, in particular:
  - Dislocations, sprains, bruises, Pubic bone inflammation, burns, scalds, frostbite, heat stroke, sunstroke and physical injuries which are caused by ultraviolet radiation, with the exception of sunburns.
  - Drowning and drowning due to loss of consciousness in cold water.
  - Poisoning including food poisoning.
  - Sprains and ruptures of muscles, tendons and ligaments, menisci, vessels, nerves, soft tissues (skin appendages), ligament lesions, Groin breaks, consequences of a soft groin (see athlete's groin).
  - Cartilage injuries, fractures, injuries of the central nervous system (SHT, spinal cord).
  - Injury to the internal organs, the sensory organs (eye, ear, nose), eardrum injury, injuries to the teeth and sexual organs (e.g. testicles).
- 1.6. An illness is an abnormal physical condition which is associated with a disturbance of physical function (physical health damage) and is not attributable to an accident or due to a number of accidents, for example:
  - Myocardial infarction.
  - Cerebral haemorrhage and aneurysm.
  - Dermatitis and varicose veins.
  - Syncope and epileptic seizures.
  - Low back pain, acute or chronic impairment of the lumbar back, sciatica, sprains and lumbago or other typical back problems of a professional athlete.
  - Effects of air pollution.
- 1.7. Providing that all pre-existing medical conditions have been fully and completely declared on the application form, and any such conditions have been accepted by Insurers without exclusions, Insurance cover will be valid in the event of an accident (Section 1.5), Illness (section 1.6) or their consequences. Please refer to the pre-contractual obligations (§ 11).
- 1.8. Please refer to the exclusions (§ 3) and the individual risk exclusions listed in the insurance policy (Section 1.9).
- 1.9. In the context of the risk assessment, the insurance company reserves the right to refuse acceptance of the application or to make this acceptance contingent on individual risk exclusions. The individual risk exclusions for insured persons are precisely defined in the insurance policy and apply in addition to the exclusions as outlined in § 3.
- 1.10. **Cyber Risks**  
Any benefits for Bodily Injury caused by or arising out of a Cyber Act or a Cyber Incident are payable, subject to the terms, conditions, limitations and exclusions of this policy.  
Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.  
Cyber Incident means:
  - 1.1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or
  - 1.2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.Computer System means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.

### § 2 Types of payment - What types of payment can be agreed?

- 2.1. The specific types of insurance cover and their amount (sum insured) are detailed within the insurance policy. The following provisions apply in respect of a claim:
- 2.2. Payment in the event of permanent sports disability:

Permanent sports disability exists when the insured person is and completely incapable of actively pursuing the sporting activity referred to in the insurance policy due to an accident (Section 1.5) or illness (Section 1.6). This must be confirmed by an established general doctor.

If an insured person dies within 18 months of an accident or diagnosis of an illness the insured person will be deemed not to have suffered a permanent sport disability.

The permanent sports disability must have arisen within 24 months from the day of the accident or within 24 months from the first occurrence of the illness (onset) and determined by text by a doctor chosen by the insurer at the latest before the expiry of a further six months and submitted to the insurance company by text by the policyholder or the insured party.

If sports incapacity is determined by the physician within the period for the onset of permanent sports disability stated above, and is not clear whether there is any prospect of resuming work as a professional athlete, the policyholder may request that the insurer agrees to

an extension of these deadlines by one month, up to a maximum of three months. The policyholder must request the extension of the period before the above deadlines or before the expiration of the extended deadline from the insurer by text. If the insured person resumes work as a professional athlete before the deadline, the period shall end at this time. Any extension requires the written consent of the insurer.

Level of payment: In the event of permanent sports disability, the amount paid will be as the agreed sum insured in the insurance policy.

## 2.3 Payment in the case of temporary sports disability (daily benefit):

Temporary sports disability applies when a doctor declares the insured person temporarily unfit for sport due to accident (Section 1.5) or illness (Section 1.6). The insured person is unable to carry out their professional sport duties.

The insurance company shall pay the amount specified in the insurance policy for each day of temporary sports disability. The compensation is payable for the maximum number of days specified in the insurance policy. The payments are due on the first day after the expiry of the waiting period stated in the insurance policy and end with even partial accommodation of the training, but no later than the end of incapacity to work. Payment is made when the end of incapacity has been proven. If desired, a 4-week payment schedule may be agreed.

All interruptions of sporting activities, which are attributable to the same cause and occur less than 180 days thereafter, will be considered as a single **incident**. Any other interruption of the activity is considered as a new claim, which leads to a new compensation period and a new waiting period.

Should the annual income increase, the policyholder may request an increase of the daily cash benefit within two months of change of income for an additional premium without any further medical examination. Coverage increases with salary increase. This does not apply for a disability of the insured person, which already existed before the increase was applied for. For this, the insured daily sickness benefit shall be paid in the same amount within the contractual scope.

### 2.3.1. Additional module "New Employer" in Germany

If the insured person becomes incapacitated for work during the first four weeks of a continuous employment relationship due to an accident or an acute first-time occurrence of an illness, and if it can be evidenced that the claim to continued remuneration by the employer as per EntgFG § 3 does not apply, the agreed per diem indemnity for sick leave is paid retroactively as of the 5th day of incapacity for work. The claim arises upon uninterrupted incapacity for work of more than 28 days.

### 2.3.2. Deferred Benefit insurance for temporary sports disability (daily allowance):

Within the scope of the benefit type "temporary sports disability" (§2.3), the policyholder has the right to convert the insurance into a deferred benefit insurance. A condition for the deferred benefit is a wage continuation (salary payment) period given by a new employment contract, which the insurer cannot offer.

The application for this conversion of the insurance relationship must be made by text and may be retrospective for up to two months. In the event of a claim and the related compensation, the conversion into an deferred benefit insurance is not possible or in the case of a liability of the insurer, this ends with the beginning of the deferred benefit insurance for the insured type of benefits in accordance with § 2.3.

During the deferred benefit insurance, there is no insurance cover for pending claims. For the duration of the deferred benefit, the obligations under § 5 continue to apply, in particular if another type of cover continues to exist during the period of insurance. The premium for the deferred benefit insurance is calculated on the basis of the current premium depending on the age group and amounts to 20% of the calculated amount.

Termination of the deferred benefit insurance or restoration of the agreed amount of insurance requires notification by text of the policyholder within 2 months from the date on which the conditions (employment contract with a new employer with continued pay within the normal waiting period) for the continuation of the contract are met and insurability continues. In the event of later notification, the insurance cover begins from the time of notification. The insurance cover, however, resumes at the earliest on the day on which the full subsequent premium is paid on time.

For claims occurred during the deferred benefit period and continue to exist, benefits will be paid from the date of reinstatement taking into account the originally agreed waiting period. The incapacity days during deferred benefit are deducted from the agreed payment period.

## 2.4 Payment in the case of death:

The insured person has died within 18 months as a result of an accident (Section 1.5). A payment in the case of death will be made even if the insured person dies as a result of heart failure or apoplectic stroke during an organised professional sports activity and an accident event is suspected.

For the avoidance of doubt this policy does not pay a death benefit as a result of illness.

The death benefit is paid in the amount of the agreed sum insured in the insurance policy.

## 2.5 Multiple Compensation

The payment of temporary sport disability (daily benefit) is not cumulative with the capital payment in the event of permanent sports disability. This means: If the policy provides cover for both a daily benefit and a permanent sporting disability benefit, no daily benefit is paid from the day (midnight) of payment of the capital sum for sporting disability.

## § 3 Exclusions – In which cases is the insurance coverage excluded?

The following facts and events are not covered:

- Suicide or attempted suicide, intentional self-harm.
- war, whether war be declared or not, hostilities or any act of war or civil war.
- Fly or drive any vehicle (including aircraft) without the corresponding certificate of capacity, driving licence or the appropriate certificate.
- Alcoholism, obvious intoxication or blood alcohol level that was above 1,1‰.

- Drug addiction, excessive intake of non-prescribed drugs or non-compliance with prescription.
- Nuclear fission or nuclear radiation, unless they are medically prescribed.
- Terrorist act from nuclear, biological and chemical weapons.
- Psychiatric illnesses such as psychoses, psychoneuroses, psychogenic reaction or functional disorder of psychological origin according to the classification of the illnesses according to ICD, unless these were caused by an accident or an insured illness insured under this insurance contract.
- Pregnancy and childbirth.
- Aesthetic treatments, slimming, rejuvenation treatments, rehabilitation or exercise therapy without function.
- Participation as driver or passenger in a race or a test drive, as an amateur or in the context of a profession. Unless it is insured by the professional sporting activity in the insurance policy.

#### **§ 4 Special conditions for coinsurance of passive war risk**

The insurance covers illnesses or accidents suffered by the insured person in war, without being an active participant in the war or civil war (passive war risk). Any person who delivers, removes or otherwise handles certain equipment, facilities, devices, vehicles, weapons or other material on behalf of a warring party is also an active participant.

The following remain excluded from the insurance coverage:

- Accidents caused by NBC weapons (nuclear, biological or chemical weapons).
- Accidents or illnesses caused by war or a warlike situation between world powers (China, France, Great Britain, Japan, Russia, United States).
- Accidents or illnesses associated with war or civil war if the state in which the insured person resides or is ordinarily resident, is involved as a warring party or if the war events take place in the territory of that state.

#### **§ 5 Obligations following the occurrence of an accident or illness**

5.1 After an accident (Section 1.5) or illness (Section 1.6) which may result in a claim, the insured person, must consult a doctor immediately. The policyholder or the insured person must comply with the doctor's directions and must not act in a manner which would reasonably be expected to delay recovery.

5.2 The insured person or the policyholder is to notify the insurer of any accidents or illnesses which result in more than 30 consecutive days of incapacity.

Notification is to be given within 90 days following the event giving rise to the incapacity. In the event of death, the beneficiary is responsible for this obligation.

The notification must be provided at the latest with the submitted annual information before the respective due date, otherwise the entitlement to benefits expires.

Please note the different notification period for accidental death (5.7.) and temporary sport disability (5.10.).

5.3 The claim report must be by text, addressed to the insurer or its representative and must contain the following information:

- First and last name, age and residence of the sick, injured or deceased person, as well as a hospital admission note and the name and address of the hospital facility.
- In the event of an illness: its nature and the name and address of the attending physician.
- In the event of an accident: date, place, circumstances; where appropriate, name and address of the person liable for the accident and if possible the witnesses; Name and address of the first attending physician.
- In the event of death: death certificate, and the documents, which identify the beneficiary as such.

5.4 If the insurer provides an alternative claim form, the insured is to fill out the form truthfully and return it promptly to the insurer. Any additionally required relevant information is to be provided immediately.

5.5 In addition, the insured or, if necessary, the policyholder must:

- Submit as soon as possible without request a detailed medical certificate, which contains precise information about the type of illness or injury as well as its likely consequences.
- Any supplementary information requested concerning the illness being treated or the accident.

5.6 The insurer may collect personal health information from doctors, hospitals and other health centres, nursing homes, other health insurers and public health insurance as well as trade associations and government agencies as may be necessary to assess its payment obligation. The insured person is required to give their consent to this. The insurer shall notify the insured person about a proposed data collection and at the same time inform them of their right to object. In addition, the insured person may request that any data collection takes place only when the individual has consented to the specific collection of information.

5.7 If the accident (Section 1.5) or illness (Section 1.6) results in death, this shall be reported within 7 days, even if the previous injury or illness has already been reported. The insurer has the right to authorise an autopsy by a doctor appointed by them.

5.8 The insured person is to undergo tests to determine if the benefits payment and subsequent check-ups by doctors of their choice or, in the event of inconsistencies in the diagnosis, of the insurer's choice; In the event of an unjustified refusal, the policyholder may lose all entitlement to insurance benefits. If the insurer commissions a medical examination, they shall bear the cost.

5.9 Should the insured person have become incapable of practicing sports due to an accident (Section 1.5) or an illness (Section 1.6) and have reported this to the insurer, regardless of whether it is a temporary or permanent sports disability at this time, the insurer has the right to make the resumption of professional sport contingent on the consent of a doctor appointed by the insurer. In the event of a disagreement, between the doctor appointed by the insurer and the doctor attending to the insured person, sections 7.3 and 7.4 shall apply accordingly.

5.10 In the event if insurance benefits for temporary professional disability, the following special provisions shall apply in addition:

- The policyholder must submit the medical certificate (the certificate of incapacity for work) to the insurer within the waiting period on which the contract is based. This must clearly state Start and end of the incapacity for work with ICD code, % degree of temporary incapacity for work and date of issue. If he does this later, the daily allowance will only be paid from the date of receipt of the medical certificate by the insurer or its representative. Previous days are no longer taken into account.
- Unless otherwise agreed, the medical certificate must always be renewed after 15 days. The cost of these certificates shall be borne by the insured person.

#### 5.11

### § 6 Consequences of breach of responsibilities - What are the consequences of a failure to meet obligations?

- 6.1 In the event of the policyholder or insured person failure to comply with these obligations, the insurer is entitled to decline the claims or a reduction of the claim payment, unless the policyholder or the insured person can prove that the failure to comply with the contractual obligations did not affect the consequences and the assessment of the claim.
- 6.2 However, the aforementioned declination or reduction will only apply if the circumstances show that the policyholder, the insured person or the beneficiary is guilty of failure to comply.
- 6.3 If the insured person fails to comply with 5.2 the insurer shall have the right to limit cover.

### § 7 Requests for payment of benefits and medical review

- 7.1 In the event of a payment during temporary sports disability (Section 2.3) and a benefit in the event of death (Section 2.4), the payment is automatically requested in the claim report.
- 7.2 In the event of a payment due to permanent sports disability (Section 2.2), the payment must be requested by the insured party within the period. This is done through an assessment by a doctor chosen by the policyholder. The insurer has the right to have the result of this assessment checked by a doctor of their choice at their own expense.
- 7.3 If there is no agreement between the policyholder and the insurer with regard to the causes and consequences of a claim, the policyholder has the right to request that the Province Medical Association (Landesärztekammer) at the last German residence of the insured person appoint an expert arbitrator (specialist) who will make the decision. If the insured party does not have or has not had a German residence, the Province Medical Association in Stuttgart is to be appointed.
- 7.4 Each party shall pay the professional fees for their expert and half of the fee for the arbitrator. The judgment of the arbitrator shall be binding on both sides.

### § 8 Due date for benefits payments

- 8.1 Once the insurer has received the documents, which the policyholder is to provide to establish the origin, onset and consequences of the accident or illness, the insurer is required to declare within three months whether they acknowledge a claim. When applying for an insurance benefit payment for temporary sports disability (Section 2.3), this period is shortened to 14 days.
- 8.2 If the insurer acknowledges the claim, or if the insurer and the policyholder agreed on the basis and amount, the insurer makes the payment within 14 days.
- 8.3 The insurer is entitled to the full annual premium in the event of a claim. If there are any outstanding collection claims, these will be offset against any claim payments.

### § 9 Commencement, duration and termination of insurance coverage

- 9.1 The insurance coverage begins on the date specified in the policy, but not before the insurer accepts in writing the signed application from the policyholder and not before payment of the first premium.

The contract is concluded for a period of one year, unless otherwise specified in the insurance policy. It is automatically extended for a further year without a new medical examination if it has not been cancelled by the insurer or the policyholder with 60 days' notice. Depending on the type of benefit, the contract ends automatically upon retirement, the occurrence of permanent occupational disability or the death of the insured person.

- 9.2 In addition, a dissolution of contract is possible under the following circumstances:
  - A. By the policyholder and/or the insured person: (the insured person is itself entitled to terminate in connection with its insurance coverage if it pays the premiums):
    - with a period of notice of 30 days after each **incident**, for which compensation is due, but no later than 14 days after notice of the payment made by the insurer. In the event of a liability claim in the current insurance year, the insurer is entitled to the full annual premium.
    - in the event of a change of profession for which no alternative tariff is available, within 3 months of the occurrence of the event. The termination shall take effect upon receipt of the notification. After the expiry of the 3 months, the regular notice period applies.
    - The policyholder or the insured person may determine that the termination does not take effect with a period of 30 days, but should become effective at a later date, not later than the end of the current period of insurance.
  - B. By the insurer
    - with a period of notice of 60 days after each claim payment (but not before the first main due date). The contract can be altered (e.g. exclusion of cover, risk surcharge) or cancelled.
    - with a period of notice of 60 days to each premium renewal date.
    - following any **incident** that lasts for 30 continuous days or more to the end of the contract or the renewal date prior to 60 days

before expiry of the Term. The contract can be altered or cancelled. The obligation to pay shall continue unaffected.

If an insured person fails to notify the insurer of an **incident** which occurs more than 60 days before expiry, any renewal of this contract can be cancelled and/or amended by the insurer with a period of notice of 60 days to each renewal date.

C. As a matter of law, if the insurer's authorisation is revoked.

- 9.3. In covering against temporary sports disability (Section 2.2), a partial contract alteration is possible within 2 months (retroactive as of the occurrence of the change), provided that the duration of continued pay changes due to a transfer between clubs. Evidence of this must be provided.

In the event of a later receipt, the right to change only comes into effect as of the receipt of the notice by the contract manager.

Should the waiting period to be changed be 365 days, the duration of benefits is limited to a maximum of 365 days. A normal cancellation is possible as of the main renewal date, provided that the periods stipulated in 9.2 are adhered to.

- 9.4. The party who terminates the contract must inform the other party in written. The notice of termination results in the waiver of insurance coverage from the termination date. In the case of termination, this can also be textual by fax or e-mail, but always with a signature of the policyholder. However, in the event of discrepancies, the receipt by the other party must be proven.

## **§ 10 Premium and premium payment – insurance tax – Consequences of late payment of contributions**

- 10.1 The premium is calculated on the basis of the statements made upon conclusion of contract, the concluded insurance coverage, and for certain types of coverage, calculated according to the age of the insured person.

- 10.2 Depending on the contract, you may pay the premium annually, bi-annually or quarterly. A pro rata payment for single premium contracts is not possible. Please note that the premium is calculated according to the risk incurred. This means that premiums increase with increasing age, as the probability of occurrence of an insured event within the meaning of these terms also increases. For details, see the premium table in the general information provided with your contract. This increase does not trigger any special right of termination.

- 10.3 The premium charged includes applicable fees and insurance tax, which the policyholder must pay in the amount determined by law from time to time.

- 10.4 The premium, including any surcharges, fees and insurance tax is immediately due and payable at the registered office of the insurer or its representative. The due dates are specified in the insurance policy.

- 10.5 Timeliness of payments in the case of payment on account:

Should the policyholder not pay the premium on time, but at a later date, coverage will not begin until after that date if the insured party has been advised by separate notice in writing or through a prominent notice on the insurance policy to this effect. This does not apply if the policyholder can prove that he was not responsible for the non-payment.

If the policyholder does not pay the premium on time, the insurer may cancel the contract where the premium has not been paid. The insurer may not withdraw from the contract if the policyholder can prove that he was not responsible for the non-payment.

- 10.6 Timeliness of payment by direct debit authorisation:

If the recovery of the premium from an account is agreed, the payment shall be considered timely if the premium can be debited on the due date and the policyholder does not object to an authorised debit.

Should the insurer be unable to collect the overdue premium through no fault of the policyholder, the payment is still on time if it is made immediately after a payment request submitted in writing by the insurer.

If the due premium cannot be collected because the policyholder has revoked the direct debit authorisation, or the policyholder is in another way responsible for the fact that the premium is again unable to be collected, the insurer is entitled to request future payment without direct debit. The policyholder is only required to transfer the first premium payment, when he has been prompted to do so by the insurer in writing.

- 10.7 Partial payment and consequences of late payment

If payment of the annual premium in instalments has been agreed, the outstanding instalments are due immediately if the policyholder is in arrears with the payment of an instalment. We can also ask for annual contributions in the future.

## **§ 11 Pre-contractual duty of disclosure – Rights of withdrawal**

- 11.1 Until acceptance of the contract by the insurer, the policyholder must notify the insurer in text form of all material circumstances of risk of which he is aware and which the insurer has asked about in text form and which are material to the insurer's decision to conclude the contract with the agreed content.

- 11.2 The risk factors Material facts are those that are likely to influence the decision of the insurer as to the terms which the contract is agreed. In the case of doubt, a fact which the insurer has asked about expressly and in writing is regarded as significant for the risk.

- 11.3 If a person other than the policyholder is to be insured, that person is responsible in addition to the policyholder for the accurate and complete disclosure of the material facts and answering the questions put to that person.

- 11.4 Incomplete or inaccurate information on risk-relevant circumstances, entitle the insurer to withdraw from the insurance contract. The withdrawal is made by notice to the policyholder.

- 11.5 The insurer has no right to withdraw if the policyholder can prove that he or his agent has provided incorrect or incomplete information neither deliberately nor through gross negligence.



- 11.6 If the insurer's right to withdraw is excluded as the breach of duty was not down to either intent or gross negligence, the insurer may terminate the contract by giving notice of 30 days.
- 11.7 The insurer's right to withdraw due to a grossly negligent breach of the obligation does not apply if the policyholder can prove that the insurer would have concluded the contract even if they had knowledge the undisclosed circumstances, albeit under other conditions.
- 11.8 In the event of withdrawal, there is no insurance coverage.
- 11.9 If the insurer withdraws after the occurrence of an insured event, they cannot deny insurance coverage if the policyholder can prove that the incomplete or incorrectly disclosed fact was not the cause of the occurrence of the insured event or causal for the determination or amount of the payment. There is also no insurance coverage in this case if the policyholder has fraudulently violated the duty of disclosure.
- 11.10 The insurer is entitled to the portion of the premium that corresponds to the contract period before the effective date of the cancellation notice.
- 11.11 The termination shall be excluded if the policyholder can prove that the insurer would have concluded the contract even if they had knowledge of the undisclosed circumstances, albeit under different conditions.
- 11.12 If the insurer cannot withdraw from or terminate the contract because they would have concluded the contract even if they had knowledge of the undisclosed circumstances but under different conditions, the other conditions retroactively become a component of the contract upon request from the insurer. If the policyholder is not responsible for the breach of duty, the other conditions shall become a component of the contract after the current period of insurance.
- 11.13 If the amount increases by more than 10% due to a contract amendment or if the insurer excludes the risk coverage for the undisclosed fact, the policyholder may terminate the contract within 30 days after receipt of notification by the insurer without notice.
- 11.14 The insurer must assert the rights available to them under § 11 by text within 30 days. They are to state the circumstances on which they are basing their declaration. The period begins on the date on which they became aware of the breach of the duty, upon which the asserted right is based.
- 11.15 The insurer is only entitled to the rights under § 11 if they have not been informed of the consequences of any breach of duty of the policyholder by separate notice in writing.
- 11.16 The insurer may not invoke the rights referred to in § 11 if they knew of the undisclosed risk factor or the inaccuracy of the disclosure.
- 11.17 The right of the insurer, to challenge the contract due to fraudulent misrepresentation remains unaffected by this. In the event of dispute, the insurer is entitled to the portion of the premium which corresponds to the contract period before the effective date of such a declaration.

## **§ 12 Duties of disclosure during the contract period**

- 12.1 The policyholder or the insured party must inform the insurer textual by fax or e-mail about changes to professional or sports-related risks within 14 days after becoming aware of this if these changes create a situation to which the statements made upon conclusion of contract no longer apply.
- 12.2 Where these changes represent a new and/or greater risk, which the insurer would have rejected at the time the contract is signed or only through a premium increase or reduction of coverage, the omission of the risks shall result in the penalties stated in Section 11.4.

The insurer has the right to terminate the contract within 10 days or propose a premium increase:

- If the insurer decides to terminate, the termination shall be effective 30 days after its announcement, with the unused portion of the previously paid premium refunded on a pro rata basis.
  - Should the insurer propose a premium increase, the policyholder and/or the insured party may reject this within a period of 30 days from the sending of notification by the insurer; otherwise, the premium adjustment is regarded as accepted. Should the policyholder object to the increase of the premium, the insurer shall have the right to terminate the contract with a period of notice of 30 days.
- 12.3 If these changes represent a reduction of risk, which gave rise to an increase in premiums, the policyholder is entitled to a reduction of the premiums. If this reduction is not granted by the insurer, the policyholder may demand the termination of the contract. This termination takes effect after 30 days; the insurer will then refund the unused portion of the previously paid premium on a pro rata basis.
  - 12.4 Section 11.4 is also applicable during the contract period. The deadlines are to be observed in accordance with Section 12.1.

## **§ 13 Multiple insurance**

If risks covered by this contract are or become covered by another insurance, the policyholder and / or insured person must report this to the insurer or its representative.

During the current contract, this notification must be made in accordance with the conditions and deadlines of Section 12 above.

## **§ 14 Notifications, declarations and payments (underwriter)**

- 14.1 The Underwriter / contract manager stated in the insurance policy shall handle the business dealings between the policyholder and the insurer and is therefore authorised by the insurer to accept notices, declarations and declarations of intent and pledges to immediately forward these to the insurer.
- 14.2 A change of name or mailing address of the policyholder is to be reported immediately. Otherwise, the delivery address for notifications shall be the address specified on the insurance policy. The declaration shall be deemed received three days after dispatching.
- 14.3 Otherwise that party may be disadvantaged because a declaration of intent addressed to the policyholder can be sent by registered mail to the last known address; The declaration is regarded as received three days after the sending of the letter.

## **§ 15 Leadership clause in contracts with several insurers involved**

- 15.1 The leading insurer is authorised to accept reports and statements of intent from the policy holder for all insurers involved.
- 15.2 The participating insurers recognise the decision made by the leading insurer as binding for them.
- 15.3 Declarations made by the policyholder and/or the insured person are regarded as satisfactory to the participating insurance companies when they are received by the leading insurer.
- 15.4 In the event of disputes arising from this contract, the policyholder shall only assert claims against the leading insurer.
- 15.5 The participating insurers recognise the legally effective judgment of the leading insurer as the settlement made by the leading insurer with the policyholder after arbitration as also binding on them.

#### **§ 16 Applicable law / jurisdiction**

- 16.1 The contract is subject to the law of the Federal Republic of Germany in all its parts, including with respect to all matters concerning the formation, validity or its interpretation. This also applies to risks outside of the Federal Republic of Germany.
- 16.2 The place of jurisdiction is the domicile of the policyholder, where this is inside the EU. If the domicile is outside the EU, the district court in Reutlingen, or - if the amount in dispute exceeds EUR 5,000 - the district court in Stuttgart, shall have jurisdiction.

#### **§ 17 Surrender value**

The insurance has no cash surrender value.

#### **§ 18 Profit sharing**

The insurance is not dependent on the profit of the insurer.

#### **§ 19 Severability clause**

If one of the provisions of this agreement is invalid, it shall, subject to agreement of both the Insurer and the Insured, be replaced by a valid provision that corresponds to the original provision as far as possible. The validity of the remainder of the contract remains unaffected by this.

#### **§ 20 Sanction clause**

Notwithstanding other provisions of the insurance contract, cover shall be granted only insofar as and as long as not in contradiction to economic, trade or financial sanctions or embargoes enacted by the European Union or the German Republic that are directly applicable to the contracting parties.

This shall also apply to economic, trade or financial sanctions or embargoes enacted by the United States of America with regard of the Islamic Republic of Iran, insofar as those are not in contradiction to European or German legislative provisions.

#### **§ 21 Terrorism clause**

The following exclusions are deleted in the insurance conditions (§ 3 and 4) by the payment of the additional premium of 10% on the basic premium:

- Nuclear fission or nuclear radiation, unless they are medically prescribed
- Terrorist act from nuclear, biological and chemical weapons
- Accidents caused by NBC weapons (nuclear, biological or chemical weapons)

#### **§ 22 Miscellaneous**

- 22.1. The policyholder must inform the insurer with the annual information about the annual gross income of the insured person.
- 22.2. When the insured Person is unemployed, the contract can be suspended or revoked for a maximum of 12 months. The cancellation of the contract can be effected by unemployment decision within 2 months after admission; during subsequent input until that date. Should the contract be paid monthly, the cancellation is done from the next payment due date of receipt.
- If the contract revokes, Revoking at the contract exists in this time no contribution and benefit claim.
- 22.3. No-claims bonus  
The "NCB" tariff includes a no-claims bonus of 20% on the premium from the next main due date, provided that no claim has been reported or no benefit claimed in the current insurance period.  
In case of a subsequent notification of a damage, claim or benefit, the no-claims bonus will also be cancelled retroactively. This increase does not trigger any special right of termination.  
Excluded from this regulation are tariffs which are already discounted.

## **V. ADDITIONAL TERMS FOR YOUNG PROFESSIONAL ATHLETES "YOUNGSTERS"**

1. Insurable are young professional athletes between the ages of 13 and 21 who have no or no high income (up to EUR 10,000 per year), but are still considered a professional athlete by being part of a national team or a club. This would be e.g. in football the U19 team.
2. During the term of the contract and in order to receive benefits the insured person must be in a contract or training relationship with a club or an association.
3. Only those modules 1 or 2 mentioned in the application form with the sums insured there can be insured.
4. The policyholder receives the following additional benefits up to the maximum period shown in their Insurance Policy Certificate until his 22nd birthday:
  - a. A hospital daily allowance of 100 per 4 consecutive nights, up to a maximum of 1,000.
  - b. A contribution advantage on the regular contribution.
5. The above-mentioned benefits are waived if the insured person's 22-year birthday has been reached. The contract is then automatically converted to the normal rate for professional athletes. No renewed health check is necessary.

A prerequisite for the additional condition is that the policyholder has applied for the module "Youngsters".

## VII. INFORMATION OF DATA PROCESSING

### Declaration of consent for data protection (data storage, transfer and request)

#### 1. preamble

The applicant (hereinafter referred to as the client or you/yourselves) wishes the mediation and/or administration of his contractual relationships with insurers, building societies and/or investment companies and/or other companies with which the company "Wunderlich Cover Solutions GmbH \* Große Heerstr. 63 \* D-72793 Pfullingen \* info@wunderlich.gmbh" (hereinafter referred to as "WCS" or "we") cooperates, on the basis of the agreed regulations with WCS. For their implementation, in particular the contract mediation and administration, WCS shall be allowed to process, receive, use, store, transmit and pass on all relevant data of the Principal.

#### 2. name and address of the data controller

The person responsible in the sense of the data protection regulations is:

Claus Wunderlich, Wunderlich Cover Solutions GmbH \* Große Heerstr. 63 \* D-72793 Pfullingen as well as the respective insurers.

#### 3. Legal basis, consent to data processing

(1) The client expressly consents that all personal data, in particular special personal data, such as health data of the persons to be insured, may be stored by WCS within the framework of the legal regulations of the German Data Protection Regulation (DSGVO) and the German Federal Data Protection Act (BDSG) and passed on to the cooperating companies known to the client for the purpose of mediation and administration.

(2) Art. 6 para. 1 lit. a) and b) DSGVO constitute the legal basis for the processing of the client's personal data. Art. 9 para. 2 lit. a for the processing of special personal data.

(3) This consent shall apply irrespective of the conclusion of the contract applied for and also for the corresponding examination in the case of insurance contracts to be applied for elsewhere or in the case of future applications of the Principal.

(4) WCS may disclose the client's data, in particular also the client's health data, to persons professionally bound to secrecy (e.g. lawyers and tax advisors) for the purpose of obtaining opinions and expert reports as well as for the legal examination of claims.

#### 4. Authority of the insurers / the contracting parties

(1) The client agrees that all information and data which could be of importance for the insurance cover requested by him are passed on to the potential contractual partner (e.g. insurer). These potential contractual partners are entitled to store and use the data relevant to the contract - in particular also the health data - within the scope of the purpose of the contract for the purpose of proper examination and further implementation of the contract.

(2) Insofar as it is necessary for entering into and renewing the contract, this data, including the health data, may be transmitted to reinsurers or co-insurers on a confidential and anonymised basis for the purpose of assessing the contractual risk.

#### 5. employees and sales partners

The Client agrees that all employees and agents of WCS may store and view his personal data, including but not limited to health data, and use such data for the purpose of providing advice to the Client and the Insurer. WCS's employees include all employees, self-employed commercial agents, recommenders and other vicarious agents who maintain a contractual arrangement with WCS and comply with the provisions of the Federal Data Protection Act. The Client agrees that its personal data, financial status and health data may be disclosed to these and future employees of WCS for the purpose of contract support and that its employees are entitled to inspect, process and use the Client data within the scope of the purpose of the contract.

#### 6. instruction regulation

The Client instructs its existing contractual partners (e.g. insurers) to hand over all contract-related data - including health data - to WCS without delay. This is in particular for the purpose of contract transfer so that WCS can carry out the review of the existing contract.

#### 7. duration for which the personal data are stored

The customer data will be deleted after termination of the cooperation in accordance with the legal provisions, in particular the legal retention periods. In order to defend against future claims for damages, the deletion periods may be extended accordingly. The client agrees that the deletion claim does not refer to audit-proof backup systems and is carried out in the form of a blocking.

#### 8. rights of the client as data subject

The client is entitled to all rights mentioned in Chapter 3 (Art. 12-23) DSGVO, in particular the right to information, correction, deletion, restriction of processing, right of objection and right to data portability.

#### 9. cooperation partner

The Customer is aware that WCS works together with cooperation partners within the scope of the tasks it has assumed in accordance with the contract. For this reason, the cooperation partners have been authorised. For the purpose of the implementation in accordance with the order, it is also necessary, in addition to the authorisation, that the cooperation partner receives the data of the client and is also authorised to use, pass on or store data within the scope of this data protection declaration of consent. The cooperation partners named below are therefore granted the declaration of consent under data protection law to the extent of the data protection declaration here. This also applies in particular to the sensitive personal data, in particular also the health data of the client. The client consents to the use of data on the basis of this data protection agreement with regard to the companies named below:

- Die Sport Assekuranz Financial & Insurance Broker GmbH & Co. KG, P.O. Box 7129, 72784 Pfullingen
- Wunderlich Financial Consulting GmbH, Erlenstr. 27, 2555 Brügge

The Principal agrees to the transfer of data to the aforementioned companies if this is necessary for the fulfilment of WCS in accordance with the contract.

#### 10. legal successors

(1) The Client consents that the information, data and documents collected, processed and stored by WCS on the basis of this Privacy Policy, in particular also the health data, are passed on to a possible legal successor of WCS or a purchaser of the insurance portfolio, so that the latter can also fulfil its contractual and legal obligations as legal successor of WCS. The consent is given in accordance with Art. 9 (1) DSGVO.

(2) The client data required to evaluate the agent firm may also be forwarded to a potential acquirer of the agent firm. Special personal data, in particular health data within the meaning of Art. 4 No. 15 DSGVO, do not count as required client data according to sentence 1. These may

therefore not be transferred to a potential acquirer. According to paragraph 1, such data shall only be transferred after the actual sale or legal succession.

#### **11. emergency clause for holiday and sickness replacement**

The client expressly agrees that WCS may be represented by another licensed insurance agent. Cases of substitution are in particular the absence of WCS due to holidays, illness, occupational disability or death. In cases where representation of the client's interests is necessary, an insurance agent or company will act as the authorised representative and will be granted access rights to the client's data. The client also expressly agrees to this. The authorisation for the respective colleague is granted. This colleague is to be named individually by us in advance.

If a necessary case of representation arises, the aforementioned cooperation agent will act as a vicarious agent and under sub-authorisation of WCS.

#### **12. no data transfer to third countries**

WCS does not intend to transfer personal data of the principal to third countries. However, data may be transferred to so-called third countries if an adequacy decision of the European Commission pursuant to Article 45 of the General Data Protection Regulation is available for these countries. This is the case, for example, with Switzerland.

#### **13. existence of automated decision-making**

WCS does not use automated decision-making or profiling.

#### **14 Revocation**

The consent to the use, storage and disclosure of all collected and existing data - including health data - can be revoked by the client at any time and without justification. The companies involved in the contract mediation and/or management shall be informed immediately of the revocation and shall be obliged to implement the legal regulations of the DSGVO and the BDSG without delay. If the revocation leads to the fact that the purpose of the contract regulated in the preamble cannot be fulfilled, the agreed obligation of WCS towards the person or company declaring the revocation ends automatically. The client has the possibility to complain to the competent State Office for Data Protection Supervision (LDA) at any time.

#### **15. declaration of consent for special personal data**

With the use, storage and utilisation of special personal data, including health data and his financial status, within the scope of this data protection agreement, the client declares his consent, which he can revoke at any time without giving reasons.

#### **16. e-mail communication**

By signing this agreement, the client expressly agrees to receive unencrypted e-mails for the purpose of order processing. He expressly gives this consent also in the event that the e-mail contains special personal data, such as health data or financial status. If he has already sent the special personal data to WCS by unencrypted e-mail, he authorises the non-encrypted communication until revoked for the future.

#### **17. permission to contact**

The Customer agrees that WCS may contact him by any available means of communication (telephone, fax, mail, e-mail, SMS, messenger, etc.), as far as the Customer has provided WCS with the necessary data. This contact may be made for the purpose of servicing contracts brokered by WCS and, if applicable, for servicing contracts brokered by third parties. This contact is also permissible for the purpose of offering new insurance contracts as well as for the purpose of offering cover for uncovered risks that have arisen due to changes in the general conditions. Insofar as the client has provided WCS with an e-mail address for the purpose of contacting the agent and/or for the purpose of servicing brokered contracts and/or, if applicable, for the purpose of servicing contracts brokered by third parties, it is expressly pointed out that the transmission of data by e-mail by the agent takes place in unencrypted form. This permission shall continue to apply after termination of the contractual relationship (e.g. for customer recovery) if it has not been expressly revoked in text form.

The Client may revoke this permission at any time in full or for certain communication channels vis-à-vis WCS or limit the contact to certain information in terms of content.

#### **18. consent to the disclosure of data to personal acquaintances (as defined below)**

The Client consents to the disclosure of data relating to insurance contracts and/or applications and/or claims to the Client's spouse, life partner and/or children (first-degree relatives) as well as to co-insured persons.

☐ Yes

☐ No, no consent is given

#### **The conclusion or implementation of the insurance contract is not possible without the processing of your personal data.**

In addition, we need your personal data to compile insurance-specific statistics, e.g. for the development of new tariffs or to meet regulatory requirements. We can use the data of all contracts existing with us for a consideration of the entire customer relationship, for example, for advice regarding a contract adjustment or amendment, for goodwill decisions or for comprehensive provision of information. The legal basis for this processing of personal data for pre-contractual and contractual purposes is Art. 6 para. 1b DSGVO. If special categories of personal data (e.g. your health data when concluding an insurance contract) are required for this purpose, we obtain your consent in accordance with Art. 9 (2a) in conjunction with Art. 7 DSGVO. If we compile statistics with these categories of data, this is done on the basis of Art. 9 para. 2j DSGVO in conjunction with § 27 BDSG.

We also process your data in order to protect legitimate interests of us or of third parties (Art. 6 para. 1f DSGVO). This may be necessary in particular:

- to ensure IT security and IT operations,
- for advertising our own insurance products and their cooperation partners as well as for market and opinion surveys,
- for the prevention and investigation of criminal offences, in particular we use data analyses to identify indications that may point to insurance fraud.

In addition, we process your personal data to fulfil legal obligations such as regulatory requirements, commercial and tax retention obligations or our duty to provide advice. In this case, the respective legal regulations in conjunction with Art. 6 (1c) DSGVO serve as the legal basis for the processing. Should we wish to process your personal data for a purpose not mentioned, we will inform you of this in advance within the framework of the legal provisions.

#### **Categories of recipients of personal data**

##### Reinsurers:

Risks assumed by insurers may be insured by them with special insurance companies (reinsurers). For this purpose, it may be necessary to transfer your contract and, if applicable, benefit case data to a reinsurer so that they can form their own picture of the risk or insured event.

##### Intermediary:

Insofar as you are looked after by an intermediary with regard to your insurance contracts, your intermediary will process the application, offer, contract and benefit case data required for the conclusion and implementation of the contract. Our company also transfers this data to the intermediaries looking after you, insofar as they require the information to look after you and advise you on your insurance and financial services matters.

External service providers:

We sometimes use external service providers to fulfil our contractual and legal obligations. The currently valid list of contractors and service providers used by us with whom we have more than temporary business relationships can be requested from us at any time.

Other recipients:

In addition, we may transfer your personal data to further recipients, such as authorities for the fulfilment of legal notification obligations (e.g. social insurance institutions, tax authorities or law enforcement agencies).

**Duration of data storage**

We delete your personal data as soon as it is no longer required for the purposes stated. In this context, personal data may be retained for the period during which claims can be asserted against our company or the respective insurers (statutory limitation period of three or up to thirty years). In addition, we store your personal data insofar as we are legally obliged to do so. Corresponding obligations to provide proof and to store data result, among other things, from the German Commercial Code, the German Fiscal Code and the German Money Laundering Act. The storage periods are then up to ten years after termination of the contract.

**Data subject rights**

You can request information about the data stored about you at the above address. In addition, under certain conditions, you can demand the correction or deletion of your data. You may also have the right to restrict the processing of your data and the right to receive the data you have provided in a structured, common and machine-readable format.

**Right to object**

**You have the right to object to the processing of your personal data for direct marketing purposes. If we process your data to protect legitimate interests, you can object to this processing if reasons arise from your particular situation that speak against the data processing.**

**Right of complaint**

You have the possibility to lodge a complaint with a data protection supervisory authority in your country of residence.

**Automated individual case decisions**

On the basis of the information you provide about the risk, which we ask you about when you apply or request an offer, we can make fully automated decisions, for example, about the conclusion of the contract, possible risk exclusions or the amount of the premium you have to pay.

**Consent to the collection and use of health data and declaration of release from confidentiality obligation**

The provisions of the Insurance Contract Act, the Federal Data Protection Act and other data protection regulations do not contain sufficient legal bases for the collection, processing and use of health data by insurance companies. In order to be allowed to collect and use your health data for this application and the contract, **WCS** as well as the **insurance company with which the insurance contract is concluded** (hereinafter referred to as "insurance company") therefore requires your consent(s) under data protection law. In addition, the insurance company with which your insurance contract is concluded requires your release from confidentiality obligations in order to be able to collect your health data from bodies subject to confidentiality obligations, such as doctors. In addition, the insurance company also needs your release from the duty of confidentiality in order to be able to forward your health data or other data protected under Section 203 of the Criminal Code, such as the fact that a contract exists with you, to other bodies, e.g. IT service providers.

The following declarations of consent and release from the obligation to maintain confidentiality are indispensable for the examination of your application as well as the establishment, implementation or termination of your insurance contract in the insurance company. If you do not provide them, it will generally not be possible to conclude the contract.

The declarations concern the handling of your health data and other data protected under Section 203 of the German Criminal Code (Strafgesetzbuch)

- by WCS GmbH and by the insurance company itself (under 1.),
- in connection with queries to third parties (under 2.),
- in the event of disclosure to bodies outside the insurance company (under 3.) and
- if the contract is not concluded (under 4.).

The declarations also apply to any persons legally represented by you and co-insured, such as your children, insofar as they do not recognise the scope of this consent and are therefore unable to make their own declarations.

**1. Collection, saving and use of the health data you submitted to the insurer**

I consent to WCS GmbH and the insurer collecting, saving and using the health data I disclosed in this application and I shall disclose in the future provided that this is necessary for reviewing this application and for establishing, performing or terminating this insurance contract.

**2. Request of health data from third parties**

**2.1. Request of health data from third parties to assess risks and verify the duty to indemnify**

For the assessment of the risks to be insured, it may be necessary to obtain information from third parties who are in possession of your health data. In addition, for the verification of the duty to indemnify, it may be necessary for the insurer to check the data which you provided regarding your physical condition to substantiate your claims or which is shown in the submitted documents (e.g. invoices, prescriptions, expert opinions) or notifications e.g. by a medical practitioner or other members of the health profession.

Such review shall only take place if necessary. For this, the insurer needs your consent, including a release from secrecy for itself and for said third parties if your health data or other information protected under section 203 must be passed on within the framework of this request. You may grant these declarations now (Option 1) or later on in each individual case (Option II). You may change your decision at any time. Please select one of the following two options:

**Option I:**

☐ I consent to the insurer obtaining my health data from medical practitioners, medical care staff members as well as from hospital employees, or other health institutions, nursing homes, health insurers, statutory health insurance companies, professional associations and authorities, and using said data for said purposes, provided that this is required for the assessment of the risks or the verification of the duty to indemnify. I release

said parties and employees of said institutions from secrecy, provided that the health data saved with my permission from examinations, consultations, treatments as well as from insurance applications and contracts from a period not exceeding ten years prior to this application are transmitted to the insurer. In this regard I furthermore consent to the insurer transmitting my health data to said parties if required and I release the persons working for the insurer from secrecy.

Prior to each disclosure of data pursuant to the above paragraphs, I shall be informed as to whom the data is to be disclosed to and for what purpose and I shall be instructed that I may object to such disclosure and submit the required documents myself.

#### **Option II:**

☐ I wish the insurance company to notify me in each individual case about what persons or organisations require the information and for what purpose. I will then decide in each case, whether I

- consent to the insurer collecting and using my health data, release said persons or organisations and their employees from secrecy and consent to said parties transferring my health data to the insurer
- or provide the required documents myself.

I am aware that this may lead to a delay in the processing of the application, or in the review of the duty to indemnify.

Insofar as the above declarations refer to the details I provided in this application for insurance, they shall be valid for a period of five years after conclusion of the contract. Should the insurer provide concrete evidence after the conclusion of the contract that I intentionally did not answer fully and truthfully when I applied for insurance and therefore influenced the assessment of risks, the declarations shall be valid for a period of up to ten years after conclusion of the contract.

### **2.2. Declarations in the event of your death**

In order to establish the duty to indemnify, it may also be necessary to review your health data after your death. A review may also be necessary should the insurer provide concrete evidence within ten years after conclusion of the contract that you intentionally did not answer fully and truthfully when you applied for insurance and therefore influenced the assessment of risks. For this purpose, the insurer also requires your consent and release from secrecy. Please select one of the following two options:

#### **Option I:**

☐ In the event of my death, I consent to third parties disclosing my health data in order to establish the duty to indemnify or if necessary to review my application anew as described in the first tick box (see 2.1. above –Option I).

#### **Option II:**

☐ Should data be collected after my death for the purpose of establishing the duty to indemnify or if necessary to review my application anew, decisions regarding the declarations of consent and release from secrecy shall be made by my heirs or –if otherwise specified – by the beneficiaries of the contract.

### **3. Disclosure of your health data and other data protected under section 203 of the German Criminal Code to third parties**

The insurer shall contractually oblige the following parties to comply with the regulations on data protection and data security.

#### **3.1 Disclosure of data for medical assessment**

For assessing the risks to be insured and for establishing the duty to indemnify, it may be necessary to call in medical experts. The insurer needs your consent and release from secrecy if your health data and other data protected under section 203 of the German Criminal Code are transferred for this purpose. In each case, you shall be notified of the transfer of your data.

I consent to the insurer transferring my health data to medical experts, provided that this is necessary to assess the risks and establish the duty to indemnify, that my health data is used for the purposes for which it was granted and that the results are returned to the insurer. In respect of my health data and other data protected under section 203 of the German Criminal Code, I release the persons working on behalf of the insurer and said experts from secrecy.

#### **3.2 Transfer of tasks to other parties (companies or persons)**

In some cases, the insurer itself does not carry out certain tasks, during which it may be necessary to collect, process or use your health data, such as assessing risks, processing insurance claims and assisting the customer by telephone, but instead assigns these tasks to another company of the insurance group, or a third party. If your data protected under section 203 of the German Criminal Code is disclosed for said purpose, the insurer requires your release from secrecy for itself and, if necessary, for said third parties.

The insurer requires your consent for the disclosure of your health data to and use of your health data by the above-mentioned parties

I consent to the insurer transferring my health data to the above-mentioned parties and said parties collecting, processing and using my health data for the specified purposes to the same extent as the insurer would be allowed. Where required, I release the persons working for the insurer and/or companies of the insurance company's group as well as other parties from secrecy in respect of the disclosure of my health data and other data protected under section 203 of the German Criminal Code.

#### **3.3 Disclosure of data to reinsurers**

To ensure that your claims are settled, the insurer may call upon reinsurers who shall assume the risk in whole or in part. In some cases, these reinsurers use for this purpose other reinsurance companies to whom they also transfer your data. The insurer may transfer your application for insurance or claim for indemnity to the reinsurance company so that they may make their own assessment of the risk or insurance claim. This would be the case, in particular, if the cover sum is extremely high or the risk is difficult to assess.

Furthermore, it is possible that the reinsurer shall assist the insurer in assessing the risks, establishing the duty to honour valid insurance claims as well as evaluating procedures due to their expertise in this regard.

If reinsurers assumed the insurance against the risk, they may check whether the insurer had correctly assessed the risk or the insurance claim. Moreover, data relating to your existing contracts and applications shall be disclosed to reinsurance companies to the extent necessary so that they may review whether and to what extent they can share the risk. Data relating to your existing contracts may also be disclosed to the reinsurance company for the settlement of premiums and insurance claims.

As far as possible, anonymised or pseudonymised data shall be used for the above-mentioned purposes. Your personal data shall be used by the reinsurers only for the purposes specified above. You will be informed by the insurer should your health data be transferred to reinsurers.

I consent to my health data being transferred to and used by reinsurers – to the extent necessary – for the purposes mentioned. To the extent necessary, I release the persons working on behalf of the insurer from secrecy with respect to my health data and other data protected under section 203 of the German Criminal Code.

#### **3.4 Disclosure of data to self-employed intermediaries**

In general, the insurer shall not disclose any details regarding your health to self-employed intermediaries. However, in the following cases it may be necessary to disclose your data to the intermediary, allowing them to draw their own conclusions regarding your health or information relating to your contract protected under section 203 of the German Criminal Code.

Insofar as it is required for contract-related consultation, the intermediary advising you may receive information on whether your contract may be accepted and if so, under which conditions (e.g. contract acceptance with additional risk premium, exclusion of certain risks).

The contract mediator (intermediary) shall be informed if your contract was concluded and with what content. At the same time, the intermediary shall also be informed whether additional risk premiums or exclusion of certain risks have been agreed.

Should the intermediary advising you be replaced by another, the contractual data including the information regarding additional risk premiums and exclusion of certain risks may be transferred to the new intermediary. Should the intermediary advising you be replaced by another, you shall be informed prior to the transfer of your health data and instructed regarding your right to object.

Should it be necessary in the above-mentioned cases, I consent to the insurer transferring my health data and other data protected under section 203 of the German Criminal Code to the independent insurance intermediary and to said party collecting, saving and using my data for consultation purposes.

#### **4. Saving and use of your health data should the contract not be concluded**

Should the contract not be concluded, WCS GmbH and the insurer may save your health data disclosed in the context of risk assessment for the case that you make a new application for insurance cover. The insurer may also make a report regarding your application to H.I.S. (the German insurance reference and information system). This report may be transmitted to enquiring insurance companies for their assessment of risks and establishment of duty to indemnify (see 3.4). The insurer may also save your data in order to have the possibility to answer possible enquiries from other insurance companies. Your data shall be saved with the insurer and in the German reference and information system until the end of the third calendar year after the year in which your application was made.

Should the contract not be concluded, I consent to WCS GmbH and the insurer saving and using my health data for the above-mentioned purposes for a period of three years from the end of the calendar year in which my application was made.



## VII. GENERAL TERMS AND CONDITIONS WCS GMBH (GTC) - ONLINE

### General Terms and Conditions - Online - of Wunderlich Cover Solutions GmbH (hereinafter referred to as WCS)

With my signature or the online transmission of the PDF application, I apply for insurance cover in accordance with the currently valid conditions. At the same time, I authorise WCS or its representatives to administer and manage the contract(s) on my behalf and to perform all services in this context.

This also includes the issuance of the insurance policy and the collection of payments.

I am aware that WCS expressly does not offer insurance mediation via the online portal.

I further expressly confirm that I consciously waive any advice and documentation including the associated consequences.

I hereby acknowledge and agree that the Insurers or its agents and WCS may store policy or claims data in electronic form and destroy the originals. The electronic copy of any such document will be accepted by me as evidence of the original document.

All correspondence will be conducted by electronic transmission (e-mail). For this purpose, it is mandatory that the respective current e-mail address of WCS is known. If this is not the case or none is known, delivery to the intermediary shall be deemed equivalent.

In the course of the SEPA Direct Debit Mandate, the period for pre-notification is reduced to one day for German accounts. For non-German accounts, the period is 2 days for recurring debits and 5 days for single or first-time debits.

The contractual relationship shall be governed by the law of the Federal Republic of Germany. The supervisory authority responsible for complaints is the Federal Financial Supervisory Authority, Graurheindorfer Str.108, 53117 Bonn.

### Price list for services

As all correspondence shall be carried out via email, no original document shall be issued. However, an original may be issued and sent via post for an additional service fee.

Sending of insurance policy via email	Free of charge
2 <sup>nd</sup> sending of insurance policy via email	Free of charge
Sending of insurance policy document as hard copy via post	EUR 25.00
Issuance of duplicate insurance policy document	EUR 25.00
Issuance of premium paid certificate or premium receipt via email	Free of charge
Issuance of premium paid certificate or premium receipt as hard copy via post	EUR 25.00
Other costs	as incurred

## Important information about your occupational disability contract in the event of a claim

Dear Sir/Madam

If a claim arises, it is important that you as policyholder follow the proper procedure.

Be sure to follow the steps listed below. Failure to observe these guidelines may result in loss of insurance cover, and will impede the efficient settlement of your claim.

- If an accident or illness occurs, you must **immediately** seek medical treatment and follow your doctor's instructions.
- The insured person or the policyholder is to notify the insurer of any accidents or illnesses which result in more than 30 consecutive days of incapacity.  
Notification is to be given within 90 days following the event giving rise to the incapacity. In the event of death, the beneficiary is responsible for this obligation.
- A doctor's certificate confirming your incapacity for work must be received here **before the end of the excess period** (the number of days stated in your insurance policy before payment of your claim begins). In the event of later receipt, payment will only be made from this day and not for previous days.
- Advise other service providers (e.g. your employer or Employers' Mutual Insurance Association) about the doctor's certificate.
- If you become fully unable to work, your claim must be submitted within a maximum of 24 months following the date of the claim event.
- It is essential that you observe the **deadlines (obligations)** for your insurance contract! These can be found in the relevant terms and conditions.

If the accident was caused by a **third party** (including animals or third-party vehicles), the party that caused the accident should make every effort to advise his/her liability insurance provider and you must make the appropriate **liability claims**.

We will be happy to help you to process your claim correctly. Feel free to ring us if you have any questions.

Please note, however, that the insurance companies process claims directly from their own head offices or commission claims processors.

We make no decisions on claims and make no payments ourselves.

Stand: 03.2025

### ☞ office address

Wunderlich Cover Solutions GmbH  
Domicile: Pfullingen  
Amtsgericht Stuttgart HRB 778568

### ☞ postal address

Post box 7129 \* D-72784 Pfullingen  
Große Heerstr. 63 \* D-72793 Pfullingen

### ☞ contact detail

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### ☞ board

Claus Wunderlich