

GENERAL TERMS AND CONDITIONS

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§ 1 Contracting partners

The contracting partners as well as the scope of the broker mandate will be specified in the insurance broker assignment underlying the contractual relationship.

§ 2 Position of the insurance broker

(1) The insurance broker will be an independent trader and will take over the mediation or the conclusion of insurance policies for the customer, without being entrusted with this by an insurer or an insurance agent (§ 59 para. 3 VVG [Insurance Contract Act]).

(2) The insurance broker will be an independent insurance intermediary that will be legally and economically on the side of its customer, whose interests the broker must protect as directed. Declarations that the broker forwards to the insurer on behalf of its customer will be attributed to the customer.

(3) The insurance broker will, neither directly nor indirectly, hold a share in one or several insurance companies. It will work exclusively in the interest of the customer at its reasonable discretion with the diligence of a prudent businessman.

(4) The insurance broker will declare that it possesses the necessary official licenses. To fulfil the broker's information obligation in this regard pursuant to § 11 Vers-VermV [Insurance Mediation Act], the customer will receive separate customer information.

(5) The insurance broker activity will exclusively include the mediation of insurance contract relationships under private law. Consultation or support of statutory social insurances will not be included in the insurance broker activity.

§ 3 Commissioning of the insurance broker

(1) The insurance broker will be commissioned by its customer to undertake the mediation of concrete insurance matters. This commissioning will extend to the future mediation activity of the insurance broker.

(2) Any expansions of the insurance broker activity must be agreed upon explicitly in written supplements to the insurance broker contract. Verbal collateral agreements will not be valid.

The insurance broker will be free to decide whether to accept the commissioning. A consultation inquiry of the customer will not obligate the insurance broker to act. An obligation to act will emerge only after the signing of the insurance broker contract by both parties or through the submission of insurance offers.

(3) A consultation obligation will exist only for the insurance assignments accepted in writing according to the recorded minutes of consultation, unless otherwise explicitly agreed in writing.

(4) The insurance broker will get reasonable time to prepare for the mediation of an insurance contract relationship and obtain different offers from insurers. If the customer requires immediate coverage of a risk, it must agree upon immediate action with the insurance broker in writing.

(5) The insurance broker cannot guarantee that an insurer will declare the temporary coverage. It has been pointed out to the customer that it will have insurance protection from the time to be specified and only after a written confirmation from an insurer.

§ 4 Scope of the activity

On the basis of this contract, the insurance broker will provide all services to the customer, which are usually provided by an insurance broker to its customer. There will be no entitlement to a specific scope of consultation. The assignment will be executed according to the principles of proper professional practice and appropriate discretion. When processing the mediation inquiry, only the facts provided by the customer can be used as basis.

§ 5 (Cooperation) Obligations of the customer

(1) The insurance broker can take up the position of its customer's representative in its insurance matters only if the insurance broker is informed comprehensively. The customer will therefore be obligated for cooperation, particularly for providing full and truthful information immediately, as long as this is necessary for the proper completion of the assignment.

In particular, the customer must spontaneously provide all documents and information that are necessary for the execution of the assignment fully, correctly and neatly to the insurance broker in a timely manner such that the insurance broker has adequate processing time. The customer must inform the insurance broker in writing and immediately about all procedures and circumstances that can be of importance for the execution of the assignment.

(2) The customer as well as the insurer must hand over the contract-related correspondence carried out between them to the insurance broker or, if necessary, carry out such correspondence exclusively through the insurance broker.

The customer may not rely on the fact that the insurance broker will be informed by the insurer. The customer itself will be obligated to provide the insurance broker with the contract-related correspondence of the insurer. The insurance broker will not be liable for damage that is caused through non-observance of the correspondence obligation, because the insurance broker was not made aware.

(3) If there are changes in the risk conditions or in the informed facts, the customer must inform this to the insurance broker immediately and in writing. If the customer fails to do so, there may be no claim from the insurance contract.

(4) If the insurance broker provides the prepared documents to the customer, especially the insurance policies and conditions or premium invoices, for information, the customer must check these for factual correctness and completeness without a specific request and point out any mistakes or inaccuracies immediately to the insurance broker.

(5) The customer may forward work results of the insurance broker only with its written consent, unless the consent to the forwarding to a specific third party already results from the contents of the assignment. For insurance analyses and individually created coverage concepts, the insurance broker will make use of copyright protection pursuant to the regulations of the copyright law.

(6) The customer must fulfil the obligations resulting from the insurance contracts, such as the premium payments and the compliance with obligations, etc.

§ 6 Failure to cooperate

(1) If the customer fails to fulfil a cooperation obligation that is incumbent on it according to § 5 or for other reasons or if it defaults with the acceptance of the service offered by the insurance broker, the insurance broker will be entitled to set a reasonable period and, at the same time, to declare that it will refuse to continue the contract after the expiry of the period. After unsuccessful expiry of the period, the insurance broker can terminate the broker contract with immediate effect.

(2) The insurance broker will not be liable for damage that is attributable to omitted or incomplete information of the customer. The afore-termination termination provision will remain unaffected by this.

(3) The address specified at the time of assignment will be applicable as place of service of the entire correspondence with the customer. If the customer does not inform a change of address immediately and in writing, this regulation will result in the receipt of declarations of intent being faked.

(4) If a deadline or a legal claim can only be complied with for the customer by giving a declaration, the customer agrees that this declaration can be given by the insurance broker even without explicit consent with the presumed agreement of the customer if the insurance broker has the necessary information.

§ 7 Tasks of the insurance broker

Through this contract, the insurance broker will assume the following tasks:

1. Determination of the wishes and needs of the customer.
2. Selection of suitable insurers and insurance products that correspond to the conveyed wishes and needs of the customer.
3. Consultation according to professional criteria within the scope of appropriate discretion as to which insurance contract is suitable to meet the customer's needs.
4. Documentation of the wishes and needs of the customer and of the advice given by the insurance broker as well as of the explicit instructions of the customer.

The documentation will be done under consideration of an appropriate proportion between the consulting effort and the premium payable by the customer and as far as there is a reason to do this due to the difficulty/complexity of assessing the offered insurance or in view of the character of the customer and its situation.

5. Monitoring and ongoing support of insurances and, after consultation with the customer, adjustment of the insurance cover to changing risk and market conditions. In this context, the insurance broker will not be obligated to continuously inform itself independently about the risk conditions of the customer. This will not apply only in cases, where such an independent information obligation emerges for the insurance broker due to the information received from the customer or due to information about the customer that the insurance broker has received from other sources.

6. Review and forwarding of documents related to the mediated insurance contract.

7. Support of the customer vis-à-vis the insurer in the event of damage.

8. Independent adjustment of the insurance cover if this is necessary for granting or maintaining the desired insurance cover and the customer's instructions cannot be obtained in time.

9. Within the scope of execution of the tasks of the insurance broker, it will provide information about the mediated contractual relationship any time on request of the customer. The insurance broker will provide information and recommendations only upon a written request by the customer. Verbal information will be non-binding and will always require a written confirmation by the insurance broker.

10. The insurance broker will undertake the processing of the payment transactions.

§ 8 Services of the insurance broker

(1) The insurance broker will choose offers for the customer from a sufficient number of insurance contracts offered in the market and a sufficient number of insurers. According to professional criteria, the insurance broker will give a recommendation as to which insurance contract is suitable to meet the customer's needs.

(2) The insurance broker has made a selection of potential insurers at its appropriate discretion, unless the customer gives separate explicit instructions. The insurance broker will consider only such insurers, which are willing to cooperate with the insurance broker and pay it customary brokerage fees for its activities. The insurance broker will not consider direct insurers or coverage concepts that are not freely accessible on the insurance market. If the customer still explicitly wants such mediation, separate remuneration must be agreed upon for this in each case.

(3) The insurance broker will strive for mediation of an insurer that accordingly suits the needs of the customer and will inform its customer about the status of its efforts. The customer is aware that an insurance cover will not come about with the conclusion of this contract, but only when a legal insurance contract is mediated and the premium is paid.

§ 9 Obligations of the insurance broker

(1) The insurance broker must interview the customer about its wishes and needs under consideration of an appropriate proportion between the consulting effort and the premium payable by the customer and as far as there is a reason to do this due to the difficulty of assessing the offered insurance or in view of the character of the customer and its situation, and advise the customer as well as give the reasons for any advice given about a specific insurance. It must convey this clearly and understandably in text form in each case under consideration of the complexity of the insurance contract offered before the conclusion of the contract.

(2) The advice and information may be provided verbally if the customer wants this or if and as long as the insurer grants temporary cover. In these cases, the information must be provided to the customer in text form immediately after the conclusion of the contract, unless the customer declares a corresponding waiver in writing.

(3) The insurance broker must inform the customer about its own status as well as about the complaint and arbitration procedure with the ombudsman.

(4) The insurance broker must inform the insurers according to the instructions of its customer.

§ 10 Term of the contract

The insurance broker contract is made for an indefinite period. It will commence with the legally valid signing by the insurance broker and the customer. The contract can be terminated by both parties in writing with a notice period of 3 months in each case at the end of a calendar year.

This period will be necessary to ensure proper processing. Other legal termination options will remain unaffected by this.

§ 11 Remuneration

Besides the obligation to pay the insurance premium to the insurance company, the customer will not incur any further costs for the mediation activity of the insurance broker. The remuneration for the mediation and support activity of the insurance broker will customarily be borne by the insurance company. If a deviating regulation should be agreed upon, this will require a separate written agreement.

§ 12 Liability

(1) The insurance broker's liability will be limited to a maximum amount of € 5 million per event of damage for cases of grossly negligent breach of its contractual obligations. The insurance broker has made provision up to this liability amount by concluding a pecuniary damage liability insurance.

(2) Claims for compensation from the insurance broker contract due to a culpable breach of duty will lapse in 3 years. The period of limitation will commence at the time, when the customer has gained knowledge of the damage and the party liable for compensation or would have gained such knowledge without gross negligence. The claims for compensation will lapse no later than 3 years from the end of the insurance broker contract.

(3) The limitations of liability regulated in § 12 no. 1 will not apply if the liability of the insurance broker is based on an injury to life, limb or health, on breach of cardinal obligations or guarantees given in writing or on fraud. The limitation of the liability amount will not apply if intentional breach of duty or grossly negligent behaviour of the insurance broker is proven.

(4) In case of incomplete, non-timely or untruthful information provided by the customer, the insurance broker will not be liable for any disadvantages or damages incurred by the customer.

(5) The insurance broker will not be liable for the correctness of EDP calculations, as well as for product details and insurance conditions of the insurers.

(6) The insurance broker will not be liable for financial losses occurring from slightly negligent breach of secondary obligations.

§ 13 Assignment

(1) Any rights or claims of the customer against the insurance broker resulting from this contractual relationship will not be transferable, assignable and they cannot be encumbered.

(2) Offsetting by the customer against a claim of the insurance broker will be impermissible unless the claims of the customer are undisputed or legally ascertained.

§ 14 Retention of documents

(1) The insurance broker must retain the customer's documents and the minutes of consultation for a period of 5 years from the end of the assignment. This obligation will however cease to apply even before the end of this period if the insurance broker has requested the customer in writing to receive the documents and the customer has not fulfilled this request within 6 weeks from its receipt.

(2) The customer's documents within the meaning of this regulation will include all documents that the insurance broker has obtained from the customer or for the customer on the occasion of its professional activity. This will not apply for the exchange of letters between the insurance broker and its customer and for the documents that it has already received in the original or in copy, as well as for working papers prepared for internal purposes.

(3) On request of the customer, the insurance broker must return the provided documents to the customer within a reasonable period. The insurance broker may make and retain duplicates or copies of documents, which it returns to the customer.

(4) The insurance broker may refuse to return work results and documents until its possibly existing payment claims have been satisfied.

§ 15 Power of attorney

The representation authorities of the insurance broker vis-à-vis the insurance company will result from the insurance broker assignment issued by the customer.

§ 16 Data protection

(1) To fulfil the information obligations of the party responsible vis-à-vis the party concerned, the customer will receive separate information and declaration of consent to data processing at the time of conclusion of the contract.

The customer can always obtain information about the responsibilities and rights of the party concerned under

<https://www.leueundnill.de/information-zur-datenverarbeitung>

(2) Substantial legal basis for the processing of the customer's data is Art. 6 para. 1 b) GDPR: The processing is necessary for the fulfilment of a contract (broker assignment, service contract).

If the data is used for a purpose other than the purpose behind its collection, this will require a separate agreement with the customer.

(3) Within the scope of the mandate, the customer agrees that the insurers addressed by the insurance broker send data that results from the application documents or the contract execution (e.g. contributions, insurance claims, contract amendments) to the extent necessary to reinsurers for the assessment of the risk and for the processing of the reinsurance as well as to other insurers and to their association for the assessment of the risk and the claims. Independent from the materialisation of the contract, this consent will also be valid for corresponding review in case of insurance contracts otherwise applied for and in case of future applications.

(4) The customer also agrees that these insurers maintain general contract, billing and service data in common data collections and forward the same to the insurance broker as long as this is necessary for proper execution of its insurance matters.

(5) Health-related data may only be sent to personal insurers and reinsurers. It may be disclosed to other insurance brokers only if this is necessary for contract drafting.

§ 17 Final regulations

(1) Changes or additions to this contract must be made in writing. The written form requirement can only be cancelled by written agreements.

(2) If a regulation of this contract is or becomes ineffective or if there is a loophole in this contract, this will not affect the validity of the contract as a whole. The ineffective regulation must rather be replaced or the loophole must be closed with a regulation that comes closest to the intended purpose.

(3) Legal domicile will be the registered office of the insurance broker under application of the German law.

