TERMS AND CONDITIONS OF INSURANCE COVERAGE FOR PRIVATE SERVICE USERS OF DMO DEUTSCHE MODELLSPORTORGANISATION GMBH & CO. KG WITHIN THE FRAMEWORK OF THE SERVICE CONTRACT

1 Object of the Insurance

1.1. The insurances apply only to beneficiaries of the DMO GmbH & Co. KG.
1.2. They cover the following areas:
a) Legal expenses insurance
The beneficiaries are insured under the group insurance policy, in which the Förderverein der Modellsportfreunde e.V. (Association for the Promotion of Model Sports), Kurt-Schumacher-Straße 240, 42111 Wuppertal, acts as the policyholder. The insurer of the group insurance policy is Allianz Versicherung AG, Königinstr. 28, 80802 Munich
b) Model/Aircraft Holder Liability Insurance
The insurance cover includes the legal liability, including strict liability, arising from the private use, keeping, possession and operation of model aircrafts of all types up to a take-off mass of 150 kg, in each case in accordance with statutory and regulatory provisions. In addition, model balloons, model zeppelins, tethered kites (stunt kites and single-liners), model ships and model cars are also covered.
In the case of rocket models, the insurance cover only applies if the propellant does not exceed 50 g and the maximum take-off weight does not exceed 50 kg. Insurance coverage also extends to the use of drones as aircraft up to a maximum of 25 kg. Teacher/student operation is also covered. Indoor operation is insured within the scope of legal/regulatory requirements.In addition, the insurance cover also extends to the legal liability arising from keeping, owning and operating of motordriven car and ship models of all kinds.
c) Association liability insurance
d) Practice area - liability insurance
e) Organizer liability insurance for model sport events (on special application, is not included in the fee)

2 Basis of the insurances

2.1. This insurance also serves to fulfill statutory mandatory insurance requirements. The minimum coverage limit for aircraft subject to mandatory insurance requirements under EU Regulation 785/2004 or other regulations within the EU is 750,000 SDR per incident and aircraft. Attention is drawn to the applicable registration and licensing requirements.
2.2. General Conditions for Legal Expenses Insurance - PRS-7650Z0 (001) 10/2014
2.3. Aviation Liability Insurance Conditions (Aircraft Operator) - AMU 300/07
2.4. Aviation Liability Insurance Conditions (clubs, landing sites, promoters) - AMU 304/03
2.5. Attention is drawn to the potential reporting obligations of the operator/keeper of an aircraft-pursuant to the relevant provisions of aviation law-regarding the notification of the termination or interruption of insurance coverage to the competent aviation supervisory authority. In the event of the sale of the aircraft, the policyholder must ensure the removal of the operator identification number from the aircraft.

3 Scope of the insurance

3.1. Legal expenses insurance for associations
3.1.1. Legal protection against damages
3.1.2. Criminal legal protection
3.1.3. Legal protection against administrative offenses when performing statutory activities, e.g. the operation of models.

3.2. Model/Aircraft Holder Liability Insurance
3.2.1. FPV (First Person View) operation with video eyewear or monitor is insured. Flights outside approved premises are insured.
3.2.2. The insurance also covers includes the personal statutory liability of the insured model holder for damages which are directly and indirectly related to keeping and operating of his model and/or using of the associated remote control system.
3.2.3. It also extends to the person who operates the remote control system in the presence and under constant supervision of the contract holder of DMO GmbH & Co. Only one model belonging to the DMO contract holder may be in use at the same time. If several models/aircraft owned or held by the policyholder are used simultaneously, mandatory insurance coverage applies in accordance with legal regulations for insurance claims in the EU.
However, in this case, Allianz Global Corporate & Specialty SE reserves the right to recourse against the DMO contract holder for the portion of the damage that Allianz Global Corporate & Specialty SE is required to reimburse under the statutory mandatory insurance provisions.
3.2.4. The DMO family/partner tariff insures not only the contract holder but also his/her wife/partner and children under eighteen years of age. This requires that they are officially registered in the same household as the contract holder. This must be verified in the event of a claim. Only one model per family may be in use at the same time. If several models/aircraft owned or held by the policyholder are used simultaneously, mandatory insurance coverage applies in accordance with legal regulations for insurance claims in the EU.
However, in this case, Allianz Global Corporate & Specialty SE reserves the right to recourse against the DMO contract holder for the portion of the damage that Allianz Global Corporate & Specialty SE is required to reimburse under the statutory mandatory insurance provisions.
3.2.5. The EU is deemed agreed upon as the territorial scope for mandatory insurance coverage, while worldwide coverage is deemed agreed upon as the territorial scope for contractual insurance coverage. There is no insurance coverage for claims in the USA.
3.2.6. Claims of the club members among each other from personal injury and property damage are insured.

3.2.7. The insurance also covers participation in competitions and public events.

3.2.8. The insurance coverage does not apply if the models are used commercially or professionally or part-time. Insofar as the policyholder uses the models/aircraft professionally or on a part-time basis, mandatory insurance coverage applies – within the scope of statutory regulations - for insured events occurring within the EU. However, in such cases, the insurer reserves the right to demand and retroactively collect an additional premium in accordance with the applicable tariff provisions.

4 Premium due date, start and duration of the service contract including the insurance

4.1. The initial premium is due within 14 days of the contract start date. Subsequent contributions are due on January 1st.

Important note:
If the initial premium has not been paid when the insured event occurs, the insurer is not obligated to provide coverage, unless the policyholder is not responsible for the non-payment.

4.2. The insurance cover begins on the date requested by the applicant, but not before receipt and acceptance of the application by DMO GmbH & Co. KG.

4.3. The service contract and the insurance contract will be automatically extended from calendar year to calendar year if it has not been terminated in writing by one of the contracting parties by 30th September of the current year.

4.4. Upon termination of the service agreement with DMO GmbH & Co. KG, the insurance coverage also automatically ends. A pro-rata refund of premiums will be granted.

4.5. Notwithstanding clauses 4.3 and 4.4, insurance coverage shall exist within the scope of the provisions of this contract for as long as Allianz Global Corporate & Specialty SE is required, pursuant to statutory regulations, to provide mandatory insurance coverage for insured events occurring within the EU. However, based on the agreed contributions, Allianz Global Corporate & Specialty SE reserves the right in such a case to demand payment of an additional premium on a pro-rata temporis basis.

5 Communication and documents

By concluding the contract, you agree that further communication regarding the contract, including the transmission of documents, invoices, important notices (such as price adjustment letters, etc.), may be carried out via our customer portal (online member area) by making the documents available there. The documents can be viewed, downloaded and printed by you. You will be informed by us of a new inbox in the customer portal by e-mail to the e-mail address you have stated. You undertake to provide us with a valid, functioning e-mail address for the entire duration of the contract and to notify us immediately of any changes to the mail address.

6 Conduct in case of damages (for liability claims)

In the event of a claim, DMO GmbH & Co. KG must be notified immediately using the contact form provided on the DMO website at https://www.deutsche-modellsport-organisation.de/en/contact/insurance-claim-notification

7 Applicable Law

This service and insurance contract is governed exclusively by German law.

8 Jurisdiction

For the service and insurance contract, Wuppertal is agreed as the place of jurisdiction. For legal actions arising from the insurance and/or service relationship, the court with jurisdiction is also the court in whose district the policyholder has their residence at the time the action is filed, or, in the absence of such a residence, their habitual abode. This also applies if this rule leads to a foreign court within the EU.

9 Sanctions / Embargo

The insurer will not provide insurance coverage or other benefits to the extent that the insurer would be subject to sanctions, prohibitions or restrictions under relevant economic or trade sanctions as a result of granting and/or providing other benefits.

10 Complaints

It is our goal to provide the highest possible standard of service. Should you be dissatisfied with the service you receive for any reason, please contact the DMO as the intermediary or your relevant AGCS contact person.

Alternatively, you can contact AGCS in writing at: Allianz Global Corporate & Specialty SE, Global Head of Sales Strategy and Governance, Dieselstraße 8, 85774 Unterföhring, Germany, or by email at: AGCS-complaints@allianz.com.

As a policyholder, you can also file a complaint with the Federal Financial Supervisory Authority (BaFin) regarding negative conduct by AGCS or, in the case of liability claims, regarding negative conduct by the opposing party's liability insurer. General information on the complaints procedure, the legal limits of complaint handling, and other necessary information can be found on the BaFin website at the following link: Complaints and inquiries to BaFin. This link provides access to a complaint form that you can send directly to BaFin. If you wish to submit your complaint to BaFin in writing, please write a letter to the following address:

Bundesanstalt für Finanzdienstleistungsaufsicht (BAFin) – Versicherungsaufsicht

Graurheindorfer Straße 108

53117 Bonn Postfach 1308 53003 Bonn

Tel.: 0228/4108-0 Fax: 0228/4108-1550

Email: poststelle@bafin.de

Web: http://www.bafin.de

Austrian customers may also contact the Financial Market Authority – Finanzmarktaufsichtsbehörde (FMA)

Based in Vienna

Finanzmarktaufsichtsbehörde (FMA), Otto-Wagner-Platz 5, 1090 Wien

Web: https://www.fma.gv.at