



GOSSLER, GOBERT & WOLTERS
SEIT 1758

GENERAL TERMS AND CONDITIONS OF GOSSLER, GOBERT & WOLTERS GMBH FOR CORPORATE AND PRIVATE CUSTOMERS FOR THE ONLINE PLACEMENT OF PHOTOVOLTAIC INSURANCE "PV INSURANCE" (HEREINAFTER "GENERAL TERMS AND CONDITIONS")

1. GENERAL REMARKS

- a) Gossler, Gobert & Wolters GmbH (hereinafter referred to as "GGW"), Chilehaus B, Fischertwiete 1, 20095 Hamburg, a company of the Gossler, Gobert & Wolters Group, is a technical and commercial insurance broker which brokers, services and manages insurance policies for its customers.
- b) GGW is also the operator of the website <https://pv-insurance.digital-solutions.business>. **Separate conditions of use apply for the use of the website <https://pv-insurance.digital-solutions.business>.**
- c) The information which GGW is required to provide upon the **first business contact** via the website <https://pv-insurance.digital-solutions.business> pursuant to Section 15 of the German Insurance Mediation Regulation (VersVermV) has already been made available for interested parties to download as part of the website's online booking process.

2. SCOPE OF APPLICATION

- a) The website operated by GGW, <https://pv-insurance.digital-solutions.business>, offers interested parties in the corporate and retail business areas (hereinafter referred to as "Users") the possibility of concluding a contract for insurance broker services online with GGW (hereinafter referred to as "Insurance Brokerage Contract") in relation to the photovoltaic insurance "PV Insurance" offered by Basler Versicherungen (hereinafter referred to as "PV Insurance-insurance").

Thus, the following General Terms and Conditions shall apply exclusively to the Insurance Brokerage Contract concluded online between GGW and the User via <https://pv-insurance.digital-solutions.business>.
- b) If the website <https://pv-insurance.digital-solutions.business> also offers Users the possibility of downloading product information on the PV Insurance insurance online as well as using other customer services subsequent to the conclusion of the Insurance Contract which are provided via the website <https://pv-insurance.digital-solutions.business>, then the separate **conditions for using the website** <https://pv-insurance.digital-solutions.business> shall apply. For the online payment of the insurance premium, which is also possible via <https://pv-insurance.digital-solutions.business>, the terms of use of PayPal PLUS shall apply.
- c) These General Terms and Conditions shall not apply to the insurance contractual relationship established between the User and Basler Versicherungen upon conclusion of the PV Insurance insurance, even if it was established via the website <https://pv-insurance.digital-solutions.business>. Thus, only the terms and conditions of insurance of Basler Versicherungen shall apply to the PV Insurance insurance (conditions of photovoltaic insurance (PV Insurance)) as amended.



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3. CONCLUSION OF INSURANCE BROKERAGE CONTRACT

- a) Via the website <https://pv-insurance.digital-solutions.business> GGW and the User shall, once the User has accepted these General Terms and Conditions (opt-in procedure), conclude an Insurance Brokerage Contract.
- b) The effectiveness of the Insurance Brokerage Contract shall be subject to the proviso that within a period of 14 days from the date on which GGW sends an individual insurance proposal to the User, the PV Insurance insurance is concluded between the User and Basler Versicherungen.

4. SERVICES TO BE PROVIDED BY GGW

- a) The User commissions GGW with the provision of the following services:
- online brokerage of the PV Insurance insurance for the permanent, needs-based coverage of the specific risk, taking into account the risk data and personal data provided by the User;
 - continuous management of the PV Insurance insurance and adaptation of the insurance cover to changes in risk conditions;
 - support for the User in the settlement of claims reported by the User via the website <https://pv-insurance.digital-solutions.business>, including negotiations with the insurer up to payment of the claims.
- b) In order to obtain favourable conditions for Users of the website <https://pv-insurance.digital-solutions.business> GGW has, together with Basler Versicherungen, developed the coverage concept "PV Insurance insurance", which is brokered as part of the Insurance Brokerage Agreement concluded with the User via the website <https://pv-insurance.digital-solutions.business>. The main selection criteria for evaluating the insurer and the cover concept offered were primarily the needs-based coverage, the price/performance ratio, the creditworthiness of the insurer, the way in which the claims are handled and the business process of the insurance company. The cover concept is regularly negotiated with insurers as regards the scope of benefits and the premium.
- c) Basler Versicherungen is an insurance company which is supervised by the Federal Financial Supervisory Authority (BaFin) (an insurance company domiciled or with a permanent establishment in the Federal Republic of Germany) and which offers contractual conditions in the German language.

5. DUTIES ON THE PART OF THE USER

- a) **The User shall retain material control of and responsibility for the risks affecting the User. The User shall have the final decision on all matters relating to the insurance of its risks.**
- b) **The User shall give GGW all the information, completely, accurately and promptly, which GGW requires in order to know, assess and insure the risks. This includes information on changes in risks, on losses and increases in risks.**
- c) The User shall be responsible for actual implementation of coverage recommendations, obligations and conditions and compliance with deadlines.
- d) The User shall be responsible for the timeliness and completeness of insurance premium payments. GGW expressly points out that if the first premium payment is not paid on time, the insurer may have the right to withdraw from the contract and be released from its performance obligations. The insurer may also be released from its performance obligations



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pursuant to Section 38 German Insurance Contract Act (VVG) in the event that subsequent premiums are not paid on time and a grace period extended passes without payment.

6. POWER OF ATTORNEY

- a) **The powers of representation vis-à-vis third parties and the authorisation to accept payments to GGW result from the following power of attorney granted to GGW by the User.**
- b) **The User thus grants GGW power of attorney for the purposes of organising his above-mentioned insurance relationships in his name and for his account. This power of attorney includes, in particular,**
- i. representation of the User vis-à-vis Basler Versicherungen including the submission and receipt of all declarations of intent and notifications relating to PV Insurance insurance;**
 - ii. the cancellation/amendment of the existing PV Insurance insurance;**
 - iii. the assertion of insurance claims and other participation in the settlement of claims;**
 - iv. the receipt of payments from the User;**
 - v. the submission of complaints to the supervisory authority or the ombudsman on behalf of the User;**
 - vi. the receipt of information as per Section 7 VVG (general insurance contract provisions including, if applicable, information required by the Decree on Information Duties [VVG-Informationspflichtenverordnung]).**

All business and payment transactions shall be handled by GGW. Third parties are instructed to keep all their correspondence with GGW in the original.

GGW is exempted from the restrictions of Section 181 German Civil Code (BGB). GGW is authorised to issue rights of proxy.

This Power of Attorney is not limited in time. It can be cancelled by the User at any time and shall expire at the end of the Insurance Brokerage Agreement at the latest.

- c) **The insurance broker power of attorney granted above also authorises GGW to accept funds from the PV Insurance insurance contract for the account of the User.**

7. REMUNERATION

- a) GGW's services shall be remunerated by the brokerage fees paid to GGW by Basler Versicherungen. No additional costs shall arise for the User for the services of GGW.
- b) The amount of additional transaction costs that are incurred during the online payment process shall be shown upon payment and in the invoice.

8. TERM OF THE AGREEMENT

- a) The Insurance Brokerage Agreement shall enter into force on the date of inception of insurance documented in the insurance certificate for the PV Insurance insurance.



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- b) It shall also cover services rendered prior to the signing of the Insurance Brokerage Agreement.
- c) The Insurance Brokerage Agreement may be terminated by either party at any time, in a text form at least. Premature termination by GGW shall not be possible, except for good cause.
- d) The Insurance Brokerage Agreement shall end automatically at the end of the PV Insurance insurance contract existing between the User and Basler Versicherungen.
- e) Mutual obligations shall end upon the effective date of termination.

9. DATA PROTECTION

- a) GGW processes personal data which is necessary for the performance of the Insurance Brokerage Agreement on the basis of Art. 6 (1) point b) GDPR.
- b) Further data protection information can be found in [GGW's Privacy Policy](#) published on the website <https://pv-insurance.digital-solutions.business> pursuant to Art. 13 et seq. GDPR.

10. LIABILITY AND INSURANCE

- a) GGW shall provide the agreed services with the diligence of a prudent insurance broker/businessman. GGW shall pay compensation, for whatever legal reason, only according to the principles of the following arrangements.
- b) GGW shall be liable in the event of wilful intent and gross negligence, also on the part of its vicarious agents, pursuant to the statutory provisions. In the event of negligent damages leading to injury to life, limb and health, the statutory provisions shall also apply without exception.
- c) In the event of negligent breaches of duty as defined in Sections 60 and 61 VVG, GGW and its vicarious agents shall also be liable based on the statutory provisions. Liability pursuant to Section 63 VVG for breaches of duty as defined in Sections 60 and 61 VVG shall be limited to an amount of EUR 10 million. GGW shall take out insurance cover for this liability.
- d) In the event of other material damage and financial loss that is caused by negligence (beyond the scope of obligations set out in Sections 60 and 61 VVG), GGW and its vicarious agents shall only be liable if there was a breach of material contractual obligations. Material contractual obligations are those whose fulfilment is essential for the proper performance of the Agreement and on which the Client may rely. Liability in the event of a negligent breach of material contractual obligations shall be limited to an amount of EUR 10 million. GGW shall take out insurance cover for this liability.
- e) GGW's services shall be rendered for use by the Client only. Any disclosure by the Client of reports, minutes of (annual) meetings, policy summaries and other services provided by GGW shall require GGW's prior written consent. GGW assumes no liability towards third parties. Should the Client disclose to third parties work performed by GGW and should such third parties exercise liability claims against GGW on the basis of such work, irrespective of the legal basis, then the Client shall hold GGW harmless from such claims.
- f) GGW has financial loss liability insurance which provides coverage in the amount of the maximum indemnity limit of EUR 10 million which is specified in Section 10 c. and Section 10 d. GGW undertakes to maintain this insurance cover for the term of this Agreement. If in individual cases the Client wishes to agree with GGW on liability exceeding that specified in Section 10 a. to 10 d., it shall be possible, following consultation with GGW's financial



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loss liability insurer, to increase the sum insured of GGW's financial loss liability insurance policy to that amount covering the liability requested by the Client. However, this shall only apply if the Client is prepared to pay the premium for the additional insurance cover and that the insurer agrees to the individual cover.

11. **CONFIDENTIALITY**

- a) The parties mutually undertake to treat as confidential all commercial or technical details which are not in the public domain and of which they gain knowledge through the business relationship, including the conclusion of the Agreement and the business relationship, and to refrain from making them accessible to any third party, unless otherwise provided for in these General Terms and Conditions. This obligation remains in place after the end of the Insurance Brokerage Agreement. Disclosure of confidential information to third parties based on a legal or official obligation and to persons who are bound to professional secrecy remains unaffected.
- b) Confidential information within the meaning of Section 10.1 is deemed to be, in particular:
- i. Written information, including information in paper or machine-readable or electronic form, which is clearly marked as confidential, presented as confidential or which should reasonably be treated as confidential;
 - ii. information disclosed verbally, the content of which is called confidential,
 - iii. all notes, photographs, analyses or studies and other similar documents which are or may be of importance to the relevant Party.

12. **INFORMATION ON CONCILIATION BODIES PURSUANT TO SECTION 214 VVG AND ON PARTICIPATION IN DISPUTE RESOLUTION PROCEEDINGS PURSUANT TO SECTION 36 OF THE CONSUMER DISPUTE RESOLUTION ACT**

The conciliation bodies listed below can be called upon to settle any out-of-court disputes arising in connection with GGW's insurance brokerage activities vis-à-vis a consumer in connection with the conclusion of a contract.

Pursuant to Section 17 (4) of the Insurance Mediation Regulation, GGW is obliged to participate in dispute resolution proceedings before the following consumer arbitration bodies:

Versicherungsombudsmann e.V.
Postfach 08 06 32
10006 Berlin
www.versicherungsombudsmann.de

Ombudsmann private Kranken- und Pflegeversicherung
Postfach 06 02 22
10052 Berlin
www.pkv-ombudsmann.de



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13. **ONLINE DISPUTE RESOLUTION PURSUANT TO ART. 14 (1) OF THE REGULATION GOVERNING ONLINE DISPUTE RESOLUTION IN CONSUMER MATTERS (ODR-VO)**

The European Commission provides an online dispute resolution platform (OS platform) which consumers can access at webgate.ec.europa.eu/odr/main/. Consumers have the possibility of using this platform for out-of-court settlement of their disputes about contractual obligations.

Email: [hamburg\(@\)ggw.de](mailto:hamburg(@)ggw.de)

14. **FINAL PROVISIONS**

- a) The Insurance Brokerage Agreement concluded between User and GGW replaces in every respect all prior agreements between the Parties. Amendments or supplements to the Insurance Brokerage Agreement require the text form at least. This text form requirement can only be waived by an agreement made in at least text form. Section 305b BGB remains unaffected. There are no ancillary agreements to the Insurance Brokerage Agreement at the time of its conclusion.
- b) All parts of these General Terms and Conditions are governed by German law only.
- c) The statutory place of jurisdiction applies to any disputes arising from and in connection with the Insurance Brokerage Agreement concluded between the User and GGW. In the case of merchants, Hamburg shall be the agreed exclusive place of jurisdiction.
- d) Should any provision of these General Terms and Conditions be invalid or become invalid due to case law or statutory regulations, this shall not lead to invalidity of the entire General Terms and Conditions. The invalid provision shall be replaced by a provision which comes as close as possible to the desired and economically intended purpose.

As of: December 2023