

Leaflet for the liability insurance for volunteer caretakers

1. It has been stipulated with the caretaking act that the costs for appropriate liability insurance are part of the recoverable expenditures pursuant to §§ 1835 Para. 2 Clause 1, 1908i Civil Code. The President of the Superior Court of Justice had taken out collective insurance effective July 1, 1993. You are currently included in this insurance policy without the need to arrange for anything as of that date – at the earliest on the date of your appointment as caretaker.
2. The collective insurance has been taken out with Bavarian Insurance Group (Versicherungskammer Bayern). It covers damages that the cared for person might suffer caused by your discharge of your duties or that you might suffer because you are obligated to compensate third parties for damages incurred by the discharge of your care duties.
3. Within the scope of the collective insurance, the following liability limits exist:
 - a) for pecuniary loss liability insurance, EUR 100.000 per insurance case,
 - b) for the general liability insurance, EUR 1.000.000 all-inclusive for personal and/or property damage.

You will not be charged any co-payment.

4. Excluded from the insurance coverage are liability claims
 - a) from damages from commercial calculation, speculation or organisation activities,
 - b) from damages incurred by insurance contracts that were not or not properly concluded, fulfilled or continued.

The exclusion does not apply to those damages that are incurred because the conclusion of voluntary statutory health insurance or, insofar as insurability in the statutory health insurance was impossible, or taking out private comprehensive medical cost insurance (basic coverage for out-patient and in-patient treatment as well as dental treatment without premium relevant additional coverage) has been neglected.

The insurance does not cover damages that you suffer personally during the discharge of the care, e.g. if you damage your own vehicle. Furthermore, not insured within the scope of this contract is your liability as proprietor, owner or driver of a vehicle because of damages that are incurred by the use of said vehicle even if you have used the vehicle for care purposes.

Even if there is fundamental insurance coverage, this shall not release you from your own due diligence. The liability insurer will not step in, for instance, if you have knowingly neglected a duty (e.g. not submitted an application for welfare for the cared for person in time even though you knew that he/she would be entitled to receive welfare soon on account of his/her income and wealth).

5. If the cared for person or a third party is claiming compensation for damages due to the discharge of care, you have to send an informal notification to

Versicherungskammer Bayern
Schadenabteilung
H 501953
80530 München

within one week so as not to threaten your insurance coverage. A confirmation of the adult guardianship court stating that you are part of the group of people covered by the collective insurance must be included or submitted at a later date. Leave the settlement of the insurance case to the Bavarian Insurance Group (Versicherungskammer Bayern) and give them the required information, documents and powers of attorney; please note that you are not entitled to allow, settle or meet the liability claim in full or in part without the consent of the Insurance Group. You should inform the President of the Superior Court of Justice (regarding transaction reference 7305 E-A 3 KG) on the possible demand for damages at the same time.

6. Costs for the insurance coverage will not be charged.
In case the cared for person has property or income that precludes the compensation for your expenditures from the treasury, you reserve the right to invoice the cared for person the yearly premium of currently EUR 1.22 (since January 1, 2007) plus the legal insurance tax per care case at a later date.
7. Insofar as you are responsible for considerable property of the cared for person, it is incumbent upon you to ensure sufficient insurance coverage. You can be compensated for the costs for sufficient liability insurance out of the managed property. You are at liberty to apply for insurance coverage with an insurance company of your choice.
8. If the income and assets of the cared for person require taking out insurance for special risks, then you should check this within the scope of the discharge of your duties and arrange for the required measures, if necessary. One has to consider personal liability or household insurance hereby, for instance. If the cared for person owns a vehicle, house or property, or will own such in the future, then taking out according insurances may be part of your official duties. You can turn to the adult guardianship court in cases of uncertainty.
You should especially ensure concluding a health insurance relationship (here: continued statutory health insurance) for the cared for person, in the event of the death of a compulsorily insured parent who is the policy holder of the family insurance.
9. In the event that you have already taken out other liability insurance as caretaker, please notify the adult guardianship court as soon as possible so as to avoid double insurance and to allow examination of the eligibility for reimbursement of the higher premium from the other insurance.
10. You can view the insurance terms of the collective insurance at the adult guardianship court at any time, even in the absence of a claim or if a claim is not to be expected. Prior notification by phone to the adult guardianship court is expedient so that the required documents can be kept available.