



Warehouse questionnaire

Initial risk assessment

Pre-contractual duty of disclosure

This questionnaire is used to assess risk. The questions contained within are considered application questions in the case of a contract being concluded in the sense of section 19, Federal Law on Insurance Contracts (VVG). We will draw up an insurance proposal based on the information provided here. If an insurance contract is concluded based on this proposal, this risk questionnaire will become part of the contract.

We provide insurance cover on the basis that we receive truthful and complete information about the circumstances relevant to the conclusion of the contract and assumption of the risk to be insured. By the time they submit the contract declaration, the applicant must notify us about the risk circumstances known to them that are relevant to our decision to conclude the contract with the agreed content and which we have asked about in written form. If this duty of disclosure is breached, we may withdraw from the contract and are not obliged to perform or we can cancel the contract or make an amendment to the contract. This applies in particular to the declaration regarding the risk situation.

Please also read the instruction 'Separate notification in accordance with article 19, paragraph 5, of the Federal Law on Insurance Contracts (VVG) about the consequences of breaching the pre-contractual duty of disclosure', which we will give you before you make an application. You can also find this on the last page of this risk questionnaire.

General information

Customer/policyholder/insured person

Address of warehouse (street, house no.)

Postcode, town

Contact for queries (name, position, telephone, email)

Declarations relating to the risk situation

Please note our information on the pre-contractual duty of disclosure which comes before this risk questionnaire and which is particularly important for declarations regarding the risk situation. **Incomplete and incorrect information may lead to the loss of insurance cover.**

Incomplete or missing information shall be deemed a denial.

Data may be shared with other insurers to verify your information. Information stored about you there can also be transmitted to us.

Location and surroundings

☐ Industrial/Commercial area ☐ Residential area ☐ Port area ☐ Other

What businesses are

a) ☐ directly attached?

b) ☐ on the site?

What neighbouring businesses (types of business) are there? How far away are they?

Is the site and/or building also used by other companies?

☐ No

☐ yes, site

☐ yes, building

High water levels/flooding in the past 10 years?

☐ Yes

☐ No

Flood/high water level protection

☐ Yes (dykes/flood walls)

Height _____ m

☐ No

Location and surroundings

Type of construction

Load-bearing parts	<input type="checkbox"/> Steel, iron	<input type="checkbox"/> Reinforced concrete	<input type="checkbox"/> Wood	<input type="checkbox"/> Other
Walls	<input type="checkbox"/> Reinforced concrete	<input type="checkbox"/> Trapezoidal sheet metal	<input type="checkbox"/> Brick	<input type="checkbox"/> Other
Self-supporting walls	<input type="checkbox"/> Yes	<input type="checkbox"/> No		
Hard roofing	<input type="checkbox"/> Yes	<input type="checkbox"/> No		
Floors: Total number of floors				
Basement	<input type="checkbox"/> Yes	<input type="checkbox"/> No		
Location of warehouse	<input type="checkbox"/> on		<input type="checkbox"/> from	to

Warehouse management

Third-party warehouse keeper	<input type="checkbox"/> Yes	<input type="checkbox"/> No
If yes: Liability of third-party warehouse keeper: on the basis of	<input type="checkbox"/> ADSp (General Terms and Conditions of German Forwarders)	<input type="checkbox"/> HGB (Commercial Code)
<input type="checkbox"/> Individual agreement		<input type="checkbox"/> is not given

Stored goods

Type of goods	
Value of goods in euros: Maximum	Average

Storage

Type of storage

<input type="checkbox"/> Refrigerated storage/temperature-controlled storage*	<input type="checkbox"/> Dry storage	<input type="checkbox"/> Tank storage	<input type="checkbox"/> Silo
<input type="checkbox"/> Other storage			

*With refrigerated and/or temperature-controlled storage, additional risk questions may need to be answered.

How are the goods to be insured normally stored?

<input type="checkbox"/> High bay warehouse	<input type="checkbox"/> Shelf warehouse (up to 7.5 m)	<input type="checkbox"/> Floor storage	<input type="checkbox"/> Pallet storage
<input type="checkbox"/> Other			
Third-party goods	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
If yes, which	<input type="checkbox"/> in the warehouse	<input type="checkbox"/> in immediate vicinity	
Purpose of storage	<input type="checkbox"/> Pure storage	<input type="checkbox"/> Additional activities, namely	
Walls	<input type="checkbox"/> Reinforced concrete	<input type="checkbox"/> Trapezoidal sheet metal	<input type="checkbox"/> Brick
		<input type="checkbox"/> Other	

Details about the warehouse operation

Operating hours	days a week	hours a day		
Are inventories regularly taken?	<input type="checkbox"/> Yes	<input type="checkbox"/> No		
If yes, at what intervals	<input type="checkbox"/> annually	<input type="checkbox"/> semi-annually	<input type="checkbox"/> quarterly	<input type="checkbox"/> monthly
Electronic warehouse system in place?	<input type="checkbox"/> Yes	<input type="checkbox"/> No		
Average duration of goods storage	days			
Packaging	<input type="checkbox"/> Cartons	<input type="checkbox"/> Wooden boxes	<input type="checkbox"/> Barrels/drums	<input type="checkbox"/> Plastic boxes
<input type="checkbox"/> Other				

Fire protection

Technical fire protection

Lightning conductor	<input type="checkbox"/> Yes	<input type="checkbox"/> No		
Hydrants	<input type="checkbox"/> Yes	<input type="checkbox"/> Inside	<input type="checkbox"/> Outside	<input type="checkbox"/> No
Portable fire extinguishers: Type	<input type="checkbox"/> Dry chemicals	<input type="checkbox"/> other		
Are the fire extinguishers regularly maintained and tested?	<input type="checkbox"/> Yes	<input type="checkbox"/> No		

Fire alarm system

Type	<input type="checkbox"/> automatic (<input type="checkbox"/> central / <input type="checkbox"/> local)	<input type="checkbox"/> Automatic with connection	<input type="checkbox"/> Manual
If yes to connection	<input type="checkbox"/> Local fire brigade	<input type="checkbox"/> Security centre/service	<input type="checkbox"/> Other
Regular maintenance intervals: every	months		
VdS approved?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Are all premises covered?	<input type="checkbox"/> Yes	<input type="checkbox"/> No, only	

Fire protection

RWA (Smoke and heat extraction system)

☐ automatic ☐ manual

Area protected by RWA (smoke and heat extraction system)

☐ 100 %

☐ _____ % in following areas _____

Sprinkler

☐ Yes

☐ No

VdS approved?

☐ Yes

☐ No

In all spaces

☐ Yes 100 %

☐ No

_____ % in following areas _____

Type of extinguishing heads

☐ Ceiling construction

☐ Shelf construction

In all spaces

☐ Yes 100 %

☐ No

_____ % in following areas _____

CO2 extinguishing system

☐ Yes

☐ No

Other special extinguishing system _____

Fire brigade

Public fire brigade

☐ Professional fire brigade

☐ Voluntary fire brigade

Distance of fire brigade to warehouse _____

minutes or _____ km

Company fire brigade

☐ Yes (☐ full-time / ☐ part-time)

☐ No

Organisational fire protection in company

Smoking ban

☐ Yes on whole site with designated, safe smoking areas

☐ No

Fire fighting plan

☐ Yes

☐ No

Fire safety regulations, alarm and fire protection plans in place

☐ Yes

☐ No

The staff is trained or instructed every 1-2 years on how to behave in case of fire and how to use the safety equipment

☐ Yes

☐ No

Other instructions _____

Special hazards

Heating/technical systems: Separated by

☐ own room

☐ spatial separation: at least _____

m

Charging station: Separated by

☐ own room

☐ spatial separation: at least _____

m

Sufficient ventilation in place?

☐ Yes

☐ No

Are the heating / technical systems / charging stations located in the area monitored by the fire alarm system?

☐ Yes

☐ No

Pallets/packaging: Separated by

☐ own room

☐ spatial separation: at least _____

m

Pallet/package storage outdoors?

☐ Yes

☐ No

If yes, distance to building _____

m

Rubbish/waste containers/bins

☐ in building

☐ on building

☐ Distance to building _____

m

Storage of other combustible materials (e.g. gas, oil and hazardous chemical liquids etc.)

☐ Yes

☐ No

Hazardous materials store

☐ Yes

☐ No

Designation of material _____

Storage location _____

Security system

☐ Yes

☐ No

If yes, describe _____

Any work involving fire hazards?

☐ Yes

☐ No

If yes, which? _____

If yes, separated by

☐ own room

☐ spatial separation: at least _____

m

Film shrinking

☐ No

☐ Yes

☐ Yes, with quarantine store

Burglary protection

Burglar alarm system

☐ Yes ☐ No

VdS approved?

☐ Yes ☐ No

VdS classification

☐ B ☐ C

Connection?

☐ Yes ☐ No

Connection to

☐ a permanently staffed location (emergency call security centre) ☐ Employee ☐ Other _____

Local guard and security service

☐ Yes (checkpoints in place ☐ Yes ☐ No) ☐ No

If yes, regular patrols

☐ Yes ☐ No

Frequency of patrols: during day every _____ hours/night every _____ hours/in company holiday periods every _____ hours

Or: irregular patrols

☐ Yes ☐ No ☐ Other _____

A total _____ x per day/night

☐ Other _____

Name of security service _____

System

☐ in-house department ☐ Guard and security service

Enclosure

☐ None ☐ Fence ☐ Wall ☐ Other _____

Completely enclosed (except access points) with a minimum height of 2 m ☐ Yes ☐ No

Access control by _____

Notes

Signature

Important note

Before you sign this questionnaire, please check all the information to ensure it is complete and correct. Please note that breaching the pre-contractual duty of disclosure may give the insurer the right to withdraw from the contract and be exempt from its obligation to perform or cancel the contract or amend the contract.

Place and date

Customer, interested party

_____ X

Broker

_____ X

1. General

In the following, we inform you about the processing of your personal data by Mannheimer Versicherung AG and the rights you are entitled to under data protection law. You can find further information about data protection on the internet at www.mannheimer.de/datenschutz.

2. Entity responsible for data processing/contact with data protection officer

- 2.1 The entity responsible for data processing is Mannheimer Versicherung AG
Augustaanlage 66
68165 Mannheim
Telephone: +49 (0)621 4574 274
Email: ds@mannheimer.de
- 2.2 You can reach our data protection officer by post at the following address: Mannheimer Versicherung AG
Data protection officer
Augustaanlage 66
68165 Mannheim
or via email at datenschutz@mannheimer.de

3. The purpose and legal basis of data processing

We process your personal data in accordance with the EU General Data Protection Regulation (GDPR), the Federal Data Protection Act (BDSG), the provisions of the Federal Law on Insurance Contracts (VVG) relevant to data protection and all other relevant laws. Furthermore, our company has also signed up the 'Code of conduct for the handling of personal data by the German insurance industry', which clarify the above mentioned laws for the insurance industry. You can read this on the internet at www.mannheimer.de/datenschutz.

If you apply for insurance cover, we need the information you provide in order to conclude the contract and assess the risk that we will be assuming. If an insurance contract is concluded, we will process these data to implement the contractual relationship e.g. to issue a policy or to invoice you. We need information about damages/in the case of a claim, for example, to be able to check whether an insured event has occurred and the amount of the damages/claim.

We cannot conclude and implement the insurance contract without processing your personal data.

We also need your personal data to create insurance-specific statistics e.g. to develop new tariffs or to meet regulatory requirements. We use the data we hold for all existing contracts with Mannheimer Versicherung AG to analyse our entire customer relationship, for example to advise a contract adjustment or amendment to the contract or to provide comprehensive information.

The legal basis for this processing of personal data for pre-contractual and contractual purposes is section 6, para. 1 (b) of the GDPR. If special categories of personal data are required for this purpose (e.g. your health information when concluding an accident insurance contract), we will ask for your consent in accordance with article 9, para. 2 (a) in conjunction with article 7 of the GDPR. If we create statistics arising from these data categories, this will be carried out based on article 9, para. 2 (j) of the GDPR in conjunction with section 27 of the BDSG.

We will also process your data to protect our legitimate interests or the interests of third parties (article 6, para. 1(f), GDPR). This may be necessary in particular to:

- to guarantee IT security and IT operations,
- to update address data of our customers and interested parties,
- for the advertising of our own insurance products and other products of the Continentale Versicherungsverbundes a.G. and its 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 evidence that may point to insurance fraud.

We also process your personal data to fulfil legal obligations (e. g. provisions of supervisory law, retention obligations arising from commercial and tax law or our consulting obligation). In this case, the legal basis for processing is the relevant legal provisions in conjunction with Art. 6, para. 1 c) of the GDPR.

Should we wish to process your personal data for a purpose not stated above, we will inform you of this in advance, unless you are not already in possession of this information (Art. 13, para. 4 GDPR) or information is not legally required (Art. 13 para. 4 and 14 para. 5 GDPR).

4. Categories and individual institutions of recipients of personal data

- 4.1 **Specialised companies in the group**
Specialised companies or divisions of our group perform specific data processing tasks centrally for the companies affiliated with the group. Provided one or more insurance contracts exists between you and companies in our group, your data may be processed by one or more companies in the group centrally or peripherally for purposes such as central management of address data, telephone-based customer service, contract and service processing, collection and disbursement or general post processing. A list of the companies that perform centralised data processing can be found on the internet at www.mannheimer.de/datenschutz.
- 4.2 **External service providers**
We sometimes use external service providers to fulfil our contractual and legal obligations. A list of the contractors and service providers we use with whom business relationships exist that are not merely temporary, as well as companies in the group who participate in centralised data processing can be found on the internet at www.mannheimer.de/datenschutz.
- 4.3 **Additional recipients**
We may also transmit your personal data to additional recipients, such as authorities for the fulfilment of our legal disclosure obligations (e. g. social security providers, financial authorities, road traffic offices, the federal motor transport authority or law enforcement authorities).
- 4.4 **Brokers**
If you are being looked after by a broker with regard to your insurance contract, your broker processes the application, contract and damages/claim data required to conclude and implement the contract. Our company also transfers these data to the brokers looking after you provided they require the information to take care of and advise you in your insurance-related and financial affairs.
- 4.5 **Data exchange with insurers**
In order to assess your details when concluding the insurance contract (e.g. for the specification of pre-contractual insurance histories) or your details in the occurrence of the insured event, an exchange of personal data with insurers may take place within the necessary scope.
- 4.6 **Reinsurers**
We insure the risks we assume through specialised insurance companies (reinsurers). For this purpose, it may be necessary to transmit your contractual and damage/claim data if applicable to the reinsurer so that they can form their own picture of the risk or insurance case.
- 4.7 **Exchange of data with the system of notification and information (HIS)**
On conclusion of the insurance contract or as part of claims processing, we transmit property data (vehicle identification data or address of building) and your personal details (surname, first name, date of birth, address, previous addresses) to Informa HIS GmbH (Informa HIS GmbH, Kreuzberger Ring 68, 65205 Wiesbaden, www.informa-his.de) by means of a system of notification and information (HIS) request. Based on this data, Informa HIS GmbH assesses whether information regarding you and/or your property which may indicate an increased risk or irregularities in an insured event is stored in the 'System of notification and information (HIS) in the insurance industry' information. Such information may only be available on the basis of an earlier report by an insurance company to the system of notification and information (HIS) (system of notification and information (HIS) registration), through which you may have been informed of separately by the registering insurance company. Data which is stored in the system of notification and information (HIS) due to registration in the system of notification and information (HIS) is transmitted to us by Informa HIS GmbH, the insurance company making the inquiry.
- 4.8 **Credit check to safeguard legitimate interests**
Insofar as this is necessary to safeguard our legitimate interests, we request information to assess your general payment behaviour from credit check service providers.
- 4.9 **Updating of addresses**
For the purposes of updating our address database, we receive address data from Deutsche Post Adress GmbH & Co. KG, Am Anger 33, 33332 Gütersloh on an order-related basis. If we receive a new address for you, we change your address data with us accordingly. We do not inform you separately of such changes of address.

5. Automated individual decisions

Based on your details regarding the risk which we ask you for when you apply, we may make an automated decision regarding the conclusion or termination of the contract, potential exclusions of risk or the amount of the insurance premium payable by you.

The automated decisions are based on our previously established rules and weighting of information. The basis for the rules includes our principles of acceptance, legal and contractual rules and the agreed tariffs. Depending on the decision, actuarial criteria and calculations are also applied.

If, for example, a credit check takes place in conjunction with the conclusion of an insurance contract, our system makes an automated decision in certain cases based on the information obtained regarding the conclusion of the contract, potential exclusions of risk and the terms of the insurance premium payable by you. We use the automated decision in conjunction with the credit check to protect ourselves and the community of policyholders from potential non-payment and its consequences.

Based on your details regarding the insured event and the data stored regarding your contract (e.g. on the extent of insurance cover, excess agreements, premium payment) and any information obtained in this regard from third parties, we may make an automated decision on our obligation to perform and the amount of our obligation to perform, bonuses and additional services. The automated decisions are based on the rules described above.

Insofar as we have made a conclusive automated individual decision in the previously mentioned cases without any human influence, you shall be informed thereof when we notify you of the decision. You are entitled, for example via our service hotline, to obtain additional information and a declaration concerning this decision and have these examined by one of our employees. This right does not exist if your request was granted in full. Automated individual decisions that one of our employees has only considered as a minor part of their final decision are also unaffected.

6. Data transmission to a third country

In order to assess and fulfil our contractual obligation in an insured event, we may be required on a case-by-case basis to pass on your personal data to service providers. In the event of an insured event outside the European Economic Area (EEA), it may be required for this purpose for us or our service providers to pass on your data to service providers outside of the European Economic Area (EEA) in your interest. We and our service providers transmit your data according to plan only if this third country was confirmed to have an appropriate level of data protection by the European Commission or other appropriate data protection guarantees (e. g. binding internal data protection provisions or standard EU contractual clauses) are in place, or if said transmission is based on your consent.

7. Duration of storage of your data

We delete your personal data as soon as it is no longer necessary for the above purposes. As part of this process, it may happen that personal data is kept for the period in which claims may be asserted against our company (legal limitation period of three or up to thirty years). We also store your personal data insofar as we are legally obliged to do so. Corresponding obligations of proof and retention are based on the German Commercial Code (Handelsgesetzbuch), the German Tax Code (Abgabenordnung) and the German Money Laundering Act (Geldwäschegesetz). According to these, the storage periods are up to ten years.

8. Subjects' rights

8.1 You have the following rights:

- 8.1.1 You may obtain access to information on personal data stored concerning you at any time (article 15 of the GDPR). Under certain conditions, you may also request the rectification (article 16 of the GDPR) or erasure (article 17 of the GDPR) of your data. You may also have the right to restriction of processing of your data (article 18 of the GDPR) and the right to have data you provided issued in a structured, commonly used and machine-readable format (article 20 of the GDPR). You also have rights to object (Article 21 of the GDPR), of which we hereby inform you separately below:

8.1.2 Right to object on grounds relating to your personal situation (article 21, para. 1 GDPR):

If we process your data to safeguard legitimate interests, you may object to such processing should grounds arise from your personal situation which contradict data processing.

8.1.3 Right to object to direct advertising (article 21, para. 2 of the GDPR):

You may object to the processing of your personal data for the purposes of direct advertising at any time without giving reason.

8.2 You may exercise your rights here:

Mannheimer Versicherung AG
Service DS [Data Protection Service]
Augustaanlage 66
68165 Mannheim, Germany
Telephone: +49 (0)621 4574 274
Email: ds@mannheimer.de

8.3 You may submit a complaint here:

If you have a complaint, you may contact our data protection officer (see no. 2.2 above) or our responsible data protection authority:

State Data Protection and Freedom of Information Officer
PO Box 10 29 32
70025 Stuttgart, Germany
Telephone: +49 (0)711 6155 410
Fax: +49 (0)711 6155 4115
Email: poststelle@lfdi.bwl.de

9. Updates to information

This information can be altered at a later date due to changes e.g. to statutory provisions. You can find an up-to-date version of this information at any time at www.mannheimer.de/datenschutz. This also applies to the list of service providers with whom business relationships exist that are not merely temporary.

Separate notification in accordance with article 19, paragraph 5, of the Federal Law on Insurance Contracts (VVG) on the consequences of a breach of the pre-contractual duty of disclosure.

In order for us to be able to check your insurance application properly, it is necessary for you to answer the questions asked in written form in a truthful and complete way. You should also detail circumstances that you consider to be of minor importance.

Please note that you may risk your insurance cover should you provide incorrect or incomplete information. You can find out more about the consequences of breaching the duty of disclosure in the following.

What are the pre-contractual duties of disclosure?

Until the point at which you submit your contractual declaration, you are obliged to truthfully and completely disclose all risk-related circumstances known to you that we have asked you about in written form. If we ask you about risk-related circumstances in written form after your contractual declaration but before contract acceptance, you are also obliged to disclose them.

What are the consequences of breaching the pre-contractual duty of disclosure?

1. Withdrawal and loss of insurance cover

If you breach the pre-contractual duty of disclosure, we can withdraw from the contract. This does not apply if you prove that neither intent nor gross negligence is involved.

In the event of a grossly negligent breach of the duty of disclosure, we have no right to withdraw if we would have still concluded the contract even if we had known of the non-disclosed circumstances, albeit under different conditions.

In the event of withdrawal, there will be no insurance cover in place. If we declare withdrawal following the occurrence of the insured event, we shall nevertheless remain obliged to perform if you prove that the circumstance that was not or incorrectly declared was not decisive

- either for the occurrence or the determination of the insured event
- or for the determination or scope of our

obligation to perform. However, our obligation to perform does not apply if you have fraudulently breached the duty of disclosure.

In the event of withdrawal, we are entitled to the part of the premium that corresponds to the contractual period which has expired by the time the declaration of withdrawal becomes effective.

2. Cancellation

If we cannot withdraw from the contract because you have breached the pre-contractual duty of disclosure only through simple negligence or without fault, we are entitled to cancel the contract subject to a notice period of one month.

Our right to cancel is excluded if we would have still concluded the contract even if we had known of the non-disclosed circumstances, albeit under different conditions.

3. Changes to the contract and loss of insurance cover

If we cannot withdraw or cancel because we would have still concluded the contract even if we had known of the non-disclosed circumstances, albeit under different conditions, the other conditions will become part of the contract at our request. If you culpably breached the duty of disclosure, the other conditions will become part of the contract retrospectively. If you breached the duty of disclosure through no fault of your own, the other conditions will become part of the contract only from the current insurance period.

The amendment to the contract may lead to the discontinuation of insurance cover for an insured event that has already occurred or will occur in the future.

If the premium increases by more than 10% as a result of the amendment to the contract or if we exclude cover for the non-disclosed circumstance, you may terminate the contract without notice within one month of receipt of our notification of the amendment to the contract. We will inform you of this right in our notification.

4. Exercising our rights

We may only assert our rights to withdraw from, cancel or amend the contract within one month in writing. This period begins at the point in time that we become aware of a breach to the duty of disclosure that justifies us asserting our rights. By exercising our rights, we are required to state the circumstances upon which our declaration is based. We may subsequently state further circumstances in support of our declaration if the time limit for such circumstances has not expired in accordance with sentence 1.

We cannot invoke the rights to withdraw, cancel or amend the contract if we were aware of the non-disclosed risk circumstance or the incorrectness of the disclosure.

Our rights to withdraw, cancel and amend the contract will expire after a period of five years following the conclusion of the contract. This does not apply to insured events that occurred before the expiry of this period. The period is ten years if you have breached the duty of disclosure either intentionally or fraudulently.

5. Representation by another person

If you are represented by another person upon concluding the contract, the knowledge and fraudulent intent of your representative as well as your own knowledge and fraudulent intent must be taken into account insofar as the duty of disclosure, withdrawal, cancellation, amendments to the contract and the cut-off period for exercising our rights is concerned. You can only rely on the fact that the duty of disclosure was not breached intentionally or through gross negligence if neither your representative nor you are guilty of intent or gross negligence.