

Documents to Insurance Policy_14

Overview of benefits

Foreign Travel Health Insurance

Deductible for all insured events: No deductible

Patient Repatriation Transportation

Travel Assistance

Travel Liability Insurance

Sum insured: € 1.000.000 per person in case of personal injury and damage to property, € 250.000 for damage to rented property.

Travel Accident Insurance

Sum insured: up to € 140,000 for disability, € 10,000 for death.

Assistance in an emergency

The **Travel Assistance** guarantees rapid and expert assistance all over the world 24 hours a day! Our specialists will advise and inform you professionally.

Phone + 49 (0) 89 6 24 24 - 570

Important!

- Please hold the exact address and phone number of your current whereabouts ready.
- Note down the name of your contacts, e.g. physician, hospital or police.
- Describe as exactly as possible the facts of the case and have the necessary information at hand (e.g. address of your bank, account/credit card number, bank code etc.).

Please send your loss reports and corresponding documentation to the Claims Department of Allianz Global Assistance (see address on the right) or notify us of the damage simply and quickly via the Internet under

www.allianz-assistance.de/schadenmeldung

Please note the following important information

Type of travel: valid for all types of travel

Scope of validity: Worldwide in foreign countries. Those countries in which the insured person has a permanent residence are not considered foreign countries.

Travel duration: The insurances are valid for the agreed term, maximum 365 days.

Single premium: Valid for one person up to 80 years of age in each case

Guidelines on taking out insurance: The insurance can be taken out at any time. If the insurance is not taken out prior to entering the area of validity or before the expiration of an insurance contract with validity from the date of entry, then there is a waiting period of 7 days. This waiting period does not apply in case of accident.

Persons up to the age of 80 who do not have a permanent residence in the respective country of travel are **insurable**. Any person who does not meet these requirements is not covered by the insurance, even if premiums have been paid. AGA may demand proof that the requirements have been met.

Insurance cover is provided only for the person(s) named on the booking confirmation / insurance policy.

Premium payment can be made by direct debit or credit card. Payment shall be considered to have been made when the insurer can collect the premium when due from the account of the policyholder by direct debit or can charge the credit card. This process is performed by the insurer. The policyholder has done what is necessary for his/her part when there is sufficient cover on the policyholder's giro account or credit card account. The amount of the premium is usually based on the insurance cover selected and the term of the contract.

There is no insurance cover if the non-recurring or initial premium has not been paid, unless the insured party is not responsible for non-payment.

The contractually agreed insurance payments are offered by AGA International S.A. in compliance with the Terms and Conditions of Insurance named below. Verbal agreements are invalid. Insurance tax is included in the premiums. No fees are charged. The premiums and service specifications documented in the booking confirmation are relevant for the scope of insurance.



Olaf Nink, Chief Executive Officer

AGA International S.A.
Niederlassung für Deutschland
(Germany Branch)
Bahnhofstraße 16
D - 85609 Aschheim bei München

Chief Executive Officer: Olaf Nink
Registration Court: München HRB 4605
VAT ID no: DE 129274528
Insurance tax no.: 9116 80200191

AGA International S.A.
Public limited company under French law
Registered Office: Paris (France)
Commercial register: R.C.S. Paris 519 490 080
Board of Management: Rémi Grenier (Vorsitzender), Laurence Maurice,
Lidia Luka-Lognoné, Dr. Ulrich Delius, Roland Rykart

Product and Consumer Information

This information sheet serves to provide you with a brief overview of our insurance products. A description is only given of essential contents. The insurance cover including the sums insured and provisions on deductibles are exhaustively described in your documents to the insurance policy and in the General Policy Conditions.

Foreign Travel Health Insurance reimburses

Expenditures for all necessary medical assistance in the event of acute illness and accidental injuries which occur during temporary travel in the agreed-upon area of validity:

- Medical treatment and hospital care
- Medication
- Search, rescue and recovery costs in case of accidents

No insurance cover is provided:

- Among other things, for treatment which the insured person knew was necessary before departure or which he or she could have expected based on the circumstances of which he or she was aware. Further exclusions in §§ 3 AVB RK MR, 5 AVB AB MR.
- In those countries in which the insured person has a permanent residence.

Patient Repatriation Transportation

AGA reimburses the costs of the medically advisable and appropriate return transportation of the insured person to the nearest suitable hospital to the insured person's place of residence and, in the event of death, the repatriation of the insured person's mortal remains.

No insurance cover is provided, among other things, for return transportation due to medical treatment which the insured person knew was necessary before departure or which he or she could have expected in the circumstances of which he or she was aware. Further exclusions are specified in §§ 3 AVB RT MR, 5 AVB AB MR.

Please contact the Assistance immediately in case of serious injuries or illnesses.

Travel Assistance

Provides assistance worldwide in an emergency in the area of validity: in case of illness, accident and death. It organises patient repatriation transportation with medically adequate means of transport as soon as medically advisable and appropriate. The Assistance is there for you 24 hours a day under a central phone number.

Travel Liability Insurance

(only insofar as additionally agreed)

Insurance cover against legal claims for damages asserted by third parties based on personal injury and damage to property up to the amount of the agreed sum insured.

No insurance cover is provided, among other things, for damage caused through the use of motor-driven vehicles or due to hunting and as a basic principle for items taken charge of (exception: rented premises). Nor is insurance cover provided for liability damage based on occupational activities, cf. § 3 AVB RH MR.

Please notify AGA of the insured event in writing immediately and note all your duties and obligations in § 4 AVB RH MR. If any duties or obligations are not complied with, the insurance payment may be reduced or forfeited, cf. § 9 AVB AB MR in this connection.

Travel Accident Insurance

(only insofar as additionally agreed)

If an accident in the agreed area of validity leads to the permanent disability or to the death of the insured person, then AGA shall pay indemnity of € 10,000.00 for death, up to € 40,000.00 for disability, and up to € 140,000.00 for permanent and complete disability.

No insurance cover is provided, among other things, for accidents caused by mental disorders or impairments of consciousness or accidents suffered by the insured person as a pilot (also using aerial sports equipment). For further exclusions cf. §§ 2 AVB RU 14 MR, 5 AVB AB 14 MR.

Previous illnesses contributing to the damage caused to the insured person's health may lead to restrictions in insurance benefits, § 5 No. 1 AVB RU 14 MR.

For payment of the insurance benefits based on permanent disability, compliance with the special periods for the assertion of claims is required, § 7 AVB RU 14 MR.

For all classes of insurance, the Federal Insurance Supervisory Authority, Bundesanstalt für Finanzdienstleistungsaufsicht (BaFin), Graurheindorfer Straße 108, D - 53117 Bonn, Germany, is responsible for complaints.

The contract is governed by the laws of the Federal Republic of Germany, unless this conflicts with international law. Legal action based on the insurance contract can be brought by the policyholder or the insured person before the court with jurisdiction over the principal place of business or the branch of the insurer. If the policyholder or the insured person is a natural person, legal action can also be brought before the court in the district of which the policyholder or the insured person has his place of residence when the legal action is brought or, if he does not have a place of residence, his habitual place of abode.

Data protection:

In accordance with the provisions of the German Federal Data Protection Act, we hereby inform you that if a claim is filed your personal data which is required to implement the insurance contract will be stored. To check the application of the damage, inquiries will also be sent to other insurers and inquiries by other insurers will be answered. Moreover, data will be sent to the re-insurer. The addresses of each recipient of data will be provided upon request.

Collection, processing and use of health data and disclosure of data to other parties: Upon conclusion of contract the declarations of consent required to implement or terminate your insurance contract were given. You will find statements and information on data processing following the conditions.

Right to revoke contracts valid for a term of one month or more:

You can revoke your contractual declaration within 14 days in writing (e.g., letter, fax, e-mail) without stating reasons. The period begins after you have received the insurance certificate, the terms of the contract including the Terms and Conditions of Insurance, the additional information pursuant to Section 7 (1) and (2) of the Insurance Contracts Act (VVG) in conjunction with Sections 1 through 4 of the VVG Decree on Information Duties - each of these notifications in written form. In case of contracts in electronic commerce (Section 312e (1)(1) of the German Civil Code (BGB), this period shall not commence prior to our performance of our duties pursuant to Section 312e (1)(1) of the German Civil Code in conjunction with Article 246 (3) of the Introductory Law to the German Civil Code (EGBGB).

The deadline for revocation is deemed met if the revocation is dispatched in good time. It must be sent to:

AGA International S.A., Bahnhofstraße 16, D - 85609 Aschheim bei München, Fax + 49.89.6 24 24-244, E-mail: service@allianz-assistance.de

Consequences of revocation:

When revocation is effective, insurance cover ceases and we shall refund to you that portion of the premium allocated to the period after receipt of the revocation if you consented to insurance cover beginning prior to the end of the revocation period. We are entitled in this case to retain that portion of the premium that is allocated to the period until receipt of the revocation. This is a sum calculated proportionally by days. Amounts to be refunded will be remitted without undue delay, no later than 30 days after receipt of the revocation. If insurance cover does not commence prior to the end of the revocation period, then effective revocation means that payments received must be refunded and uses made thereof (e.g., interest) must be disbursed.

Special notes:

Your right of revocation lapses when the contract is completely performed both by you and also by us at your express request before you have exercised your right of revocation.

Your AGA International S.A., Germany Branch

Terms and Conditions of AGA International S.A., Germany Branch

Hereinafter referred to as AGA

General Provisions

AVB AB E 14 MR

The regulations as stipulated under §§ 1 to 11 apply to all mawista ReiseCare insurance products.

The General Policy Conditions (AVB) printed below apply to the respective insurance. Insurance cover is provided if you have contractually agreed the insurance concerned.

§ 1 Who is insured?

1. The persons named in the policy or the group of persons specified in the certificate of insurance are deemed insured persons.
2. Persons up to the age of 80 who do not have a permanent residence in the respective country of travel are insurable. Any person who does not meet these requirements is not covered by the insurance, even if premiums have been paid. AGA may demand proof that the requirements have been met.

§ 2 For which travel is the insurance applicable?

Insurance cover applies to the respectively insured temporary travel in foreign countries (area of validity). Those countries in which the insured person has a permanent residence are deemed not to be foreign countries.

§ 3 When is the premium payable?

1. The premium is immediately due after conclusion of the insurance contract and payable upon the handover of the insurance policy.
2. If the premium has not been paid upon the occurrence of the insured event, AGA shall not have a duty to indemnify, unless the insured person is not responsible for non-payment.

§ 4 When does the insurance begin and end?

1. Insurance cover can be purchased at any time. However, waiting periods may apply, cf. No. 3b below.
2. Insurance cover is valid for the agreed term. The maximum for a term of insurance is 365 days.
3. Insurance cover commences:
 - a) Within the agreed term, but no earlier than upon crossing the border into the area of validity, and ends with the departure from the area of validity, however at the latest at the time agreed.
 - b) For insurance contracts agreed upon after the entry to a country in the agreed area of validity or not prior to expiration of an insurance contract applicable starting upon entry as subsequent insurance, after a waiting period of 7 days – from 12:00 midnight on day 8 – from the attachment date. In case of an accident, insurance cover shall apply from the inception of insurance cover. The insured person shall be required to document the date of entry, the prior insurance if any, and the temporary nature of travel.

§ 5 In which cases does insurance cover not apply?

No insurance cover is provided in the following cases:

1. Damage or loss caused by strikes, nuclear energy, confiscation and other intervention acts by public authority, as well as damage or loss in areas for which the German Federal Foreign Office has issued a travel warning. If an insured person is at such a location at the time when a travel warning is issued, insurance cover ends seven days after the issuance of the travel warning.
2. Damage or loss due to war or events similar to war; however, insurance cover does exist if the damage or loss occurs in the first seven days after the beginning of the events. This does not apply in case of stays in countries in whose territory war or civil war is already ongoing or where such an outbreak was foreseeable.
3. Damage or losses intentionally caused by the insured person.
4. Expeditions.

§ 6 What are the duties and obligations of the insured person in the event of damage or loss?

The insured person is obliged to

1. minimise the damage or loss as far as possible and avoid unnecessary costs;
2. report the damage or loss to AGA without delay;
3. prove the day of entry in an appropriate way (copy of entry documents, passport / visa if required for entry, tickets etc.);
4. describe the damaging event or the loss as well as the scope of the claim and truthfully provide AGA with any and all pertinent information. The insured person must furnish proof in the form of original bills and receipts, release physicians from their confidentiality obligation as necessary – including the physicians of the Assistance – submit documentation that prove the date of entry, any prior insurance, and the temporary nature of travel, and allow AGA to reasonably examine the cause and amount of the asserted claim.

§ 7 When does AGA pay compensation?

As soon as AGA has determined whether and to what extent it has an obligation to indemnify, compensation is paid within two weeks.

§ 8 What applies if the insured person has claims for damages against third parties?

1. In accordance with statutory regulations, claims for damages against third parties pass to AGA up to the level of payment effected, provided that the insured person suffers no disadvantage thereby.
2. Upon request by AGA, the insured person is obliged to confirm in writing the transfer of claims to this extent.
3. Any obligations to indemnify arising under other insurance contracts and by social insurance institutions will have precedence over those of AGA. If the insured person first presents original bills to AGA for

payment, AGA will be deemed to have made advance payment.

§ 9 When does the insured person forfeit claims to insurance benefits due to a breach of obligations and the statute of limitations?

1. If an obligation is intentionally violated, AGA is released from its obligation to indemnify; in case of grossly negligent violation, AGA is entitled to reduce its payment in proportion to the seriousness of the fault of the insured person.
2. The insured person must furnish proof that no gross negligence was involved. Except in case of fraudulent intent, AGA is obliged to indemnify if the insured person furnishes proof that the violation of the obligation is not the cause of either the occurrence or the determination or the scope of AGA's obligation to indemnify.
3. The claim to an insurance benefit lapses in three years, calculated from the end of the year in which the claim occurred and the insured person obtained knowledge of the circumstances in order to assert the claim, or would have obtained knowledge without gross negligence.

§ 10 What form must be followed for submitting declarations of intent?

1. Notices and declarations of intent from the insured person and the insurer must be in writing (e.g. letter, fax, e-mail).
2. Insurance brokers are authorised to accept and forward notifications and declarations of intention to AGA.

§ 11 Which court in Germany is responsible for dealing with the assertion of claims based on the insurance contract and which law applies?

1. The courts of Munich will have jurisdiction and venue.
2. The laws of the Federal Republic of Germany apply insofar as they do not conflict with international law.

Foreign Travel Health Insurance

AVB RK E 14 MR

§ 1 What is insured?

The costs of treatment occurring as a result of acute illnesses or accidents during temporary travel in the agreed area of validity are covered. The costs of search, rescue and recovery measures are also covered up to € 5,000 if the insured person has to be rescued or recovered after an accident or if the insured person is missing and it is feared that something has happened to him or her.

§ 2 What costs are reimbursed in case of medical treatment in the area of validity?

1. AGA reimburses expenditures for all necessary medical assistance in the area of validity, including costs incurred for:
 - a) Outpatient treatment by a physician.
 - b) Medical treatment and medication prescribed by a physician for the insured person.
 - c) Inpatient treatment in hospital, including operations that cannot be postponed. In case of premature birth, the costs of necessary treatment of the newborn child abroad will also be covered up to € 100,000, (notwithstanding § 1 AVB AB MR).
 - d) Patient transportation deemed medically necessary for inpatient treatment in the nearest hospital in the area of validity and back to the insured person's accommodation.
 - e) Walking aids deemed medically necessary and the rental fee for a wheelchair.
 - f) Pain-killing dental treatment and provisional measures, as well as repairs to dentures and repairs to prosthodontics in up to € 250.
2. AGA reimburses the costs of medical treatment up to the day the insured is fit to be transported.

§ 3 What limitations on insurance cover are to be noted?

1. No insurance cover is provided for the following:
 - a) Medical treatment and other measures ordered by a physician, where the purpose of travel was to seek such treatment.
 - b) Medical treatment and other measures ordered by a physician that the insured person knew were necessary prior to inception of insurance cover or at the time of taking out the insurance or which he or she could have expected in the circumstances of which he or she was aware.
 - c) Dental treatment other than pain-killing treatment, repairs to dentures and provisional measures.
 - d) Massage and wellness treatment, fango and lymph drainage as well as the purchase of prostheses and other medical aids.
 - e) Treatment of alcoholism, drug addiction and other addictions, and the consequences thereof.
 - f) Childbirth after the 36th week of pregnancy and abortions and the consequences thereof.
 - g) Treatment or accommodation caused by infirmity, need of nursing care or detention.
 - h) Psychoanalytical and psychotherapeutic treatment and hypnosis.
 - i) Injuries caused by actively participating in competitions held by sports organisations and training in connection therewith.
2. If the medical treatment or any other measure exceeds the medically necessary measure, AGA can reduce the benefit to a reasonable amount. The fees and charges invoiced may not exceed the extent considered generally customary and reasonable in the country concerned. Otherwise AGA may reduce the reimbursement to customary rates in that country.

§ 4 What are the duties and obligations of the insured person in case of damage or loss?

The insured person is obliged to do the following:

1. Contact the Assistance immediately in the event of inpatient treatment at a hospital, prior to the commencement of any extensive diagnostic or therapeutic procedures as an inpatient or outpatient, and prior to any submission of acknowledgements of payment.
2. Consent to return or repatriation to his or her home country, assuming the insured person is fit to be transported, if the Assistance authorises the return journey in view of the nature of the illness and the treatment required.
3. Submit to AGA the original invoices or duplicates with an original reimbursement stamp by another insurance company concerning the benefits granted; these will then become the property of AGA.

§ 5 What additional rules apply to the insurance cover provided by AGA Travel Health Insurance during a stay in Germany?

In Germany, medical and dental treatment as an outpatient is reimbursed at the 1.8 fold rate of the Scale of Medical Fees (GOÄ) or the Scale of Dental Fees (GOZ) at the maximum in accordance with § 2 AVB RK MR; services mainly of a medico-technical nature are reimbursed at a 1.3 fold rate at the maximum, laboratory services at a 1.15 fold rate at the maximum. The costs of inpatient hospital treatment according to § 2 No. 1 and 2 AVB RK MR are reimbursed according to the applicable regular rate of the local health insurance responsible for the locality.

Patient Repatriation Transportation

AVB RT E 14 MR

§ 1 What is insured?

The insurance covers the following:

1. Patient transportation due to acute illnesses and accidents occurring during travel.
2. Repatriation of mortal remains in the event of death.

§ 2 What costs does AGA reimburse in the event of patient repatriation transportation or repatriation of mortal remains?

AGA reimburses the following:

1. The costs incurred for the medically advisable and appropriate return transportation of the insured person to the nearest suitable hospital to the insured person's place of residence.
2. The direct costs for repatriation of the insured person's mortal remains for burial or, alternatively, the direct costs for burial at the place of death, up to the costs of repatriation.

§ 3 What limitations on cover are to be noted?

No insurance cover is provided for patient transportation or repatriation of mortal remains on account of the following:

1. Medical treatment and other measures ordered by a physician, where the purpose of travel was to seek such treatment.
2. Medical treatment and other measures ordered by a physician that the insured person knew were necessary prior to inception of insurance cover or at the time of taking out the insurance or which he or she could have expected in the circumstances of which he or she was aware.
3. Alcoholism, drug addiction and other addictions, and the consequences thereof.
4. Childbirth after the 36th week of pregnancy and abortions and the consequences thereof.
5. Injuries caused by actively participating in competitions held by sports organisations and training in connection therewith.

§ 4 What are the duties and obligations of the insured person in the event of damage or loss?

The insured person is obliged to do the following:

1. Contact the Assistance immediately in the event of an acute serious illness or accidental injury.
2. Comply with the formalities and other requirements necessary for discharge from inpatient treatment and for leaving the country.
3. Provide AGA with all information required to organise and carry out return transportation.

Travel Assistance

AVB AS E 14 MR

§ 1 What services does AGA provide under the Assistance?

1. AGA provides assistance and support to the insured person during travel in the event of any emergency defined below and will pay the costs at the amount stated in each case. AGA reserves the right to check coverage. Services provided and any cost assumption statements made by the Assistance as well as the commissioning of service providers do not in principle acknowledge AGA's obligation to indemnify based on the insurance contract with the insured person.
2. AGA has contracted the Assistance to provide the insured persons of AGA with the services named below on a 24-hour basis.
3. The insured person must immediately contact the Assistance in an emergency in order to use the services.
4. Insofar as the insured person may be unable to claim the reimbursement of expenditures incurred from either AGA or from any other payer, the insured person must return the amounts to AGA within one month of invoicing.

§ 2 What help does the Assistance provide in case of illness and accident?

1. Inpatient treatment / Cost assumption statement
In case of inpatient hospital treatment, AGA will provide the hospital with a statement of cost assumption up to € 13,000. This statement does not imply that AGA acknowledges that it has a duty to indemnify.

nity. AGA will assume the task of carrying out settlement with the payer responsible in the name of the insured person.

2. Patient repatriation transportation

As soon as medically advisable and appropriate, the Assistance will organise return transportation using medically adequate means of transport (including air ambulances) to the closest suitable hospital to the insured person's place of residence after prior consultation between the contract physician of the Assistance and the local physicians handling the case.

§ 3 What services does the Assistance provide in the event of the insured person's death?

If the insured person dies during travel, the Assistance organises burial in the area of validity or repatriation of the insured person's mortal remains to the place of burial in accordance with the wishes of family members.

Travel Liability Insurance

AVB RH E 14 MR
(only insofar as additionally agreed)

§ 1 What risk does AGA assume?

AGA provides insurance cover against everyday liability risks if a third party asserts claims for damages against the insured person based on a damaging event that occurred during travel on the grounds of statutory liability provisions as defined under private law. Damaging events are defined as death, injury or impairment to health (personal injury) or damage to or destruction of property (damage to property).

§ 2 How does AGA protect the insured person against liability claims and to what extent does it pay indemnity?

- AGA examines liability claims regard to their validity, wards off unjustified claims and reimburses the compensation owed by the insured person. AGA reimburses the compensation if it recognises its duty to indemnify or approves admission of liability on the part of the insured person. AGA also pays compensation if it effects or approves a settlement or where decreed by a court ruling.
- If the injured party or his or her legal successor asserts a liability claim in court, AGA will conduct the legal dispute at its own expense on behalf of the insured person.
- If AGA requests or approves the appointment of a defence counsel in criminal proceedings against the insured person arising from an insured damaging event, AGA will pay the costs of the defence counsel.
- If AGA fails to settle a liability claim by admission, satisfaction or settlement on account of the resistance of the insured person, AGA shall not be required to pay any additional expenses incurred for the main issue, interest and the costs.
- The sums insured as stipulated in the insurance policy or in the product and consumer information is the maximum limit of benefits payable by AGA.

§ 3 What risks are not insured?

Insurance cover does not include the following:

- Liability claims
 - insofar as these exceed the scope of the insured person's statutory liability as a result of contractual or other commitments;
 - among and between insured persons travelling together and insured persons and their accompanying relatives;
 - due to transmission of illness by the insured person;
 - due to damage arising from professional activities.
- Liability claims against the insured person
 - in connection with hunting activities;
 - due to damage caused to third-party property rented by or on loan to the insured person or obtained through unlawful interference or in the insured person's custody. However, liability arising from damage to rooms and buildings during travel is insured, in particular damage to rented holiday apartments and hotel rooms or the accommodation but not damage to furniture.; insurance cover is not provided for liability claims based on wear and tear or excessive use;
 - as the owner, possessor, keeper or driver of a motor vehicle, aircraft or motor-driven watercraft due to damage caused by the use of such a vehicle.

§ 4 What are the duties and obligations of the insured person after the occurrence of damage or loss?

An insured event is deemed to be a damaging event that could entail liability claims against the insured person.

- Each and every insured event must be reported in writing to AGA immediately.
- The insured person must also immediately inform AGA of any initiation of a preliminary investigation or issuance of an order of summary punishment or court payment order, even if AGA already knows about the insured event.
- If a claim for compensation has been asserted against the insured person, he or she must notify AGA thereof within one week after the claim is raised.
- The insured person must also notify AGA when a claim has been asserted that involves judicial or state assistance.
- The insured person is obliged to take all possible steps to minimise the loss while complying with AGA's instructions and to take every

action necessary or useful to clarify the case of loss. The insured person must provide a detailed and truthful loss report, supply information on all circumstances connected with the damaging event and submit the corresponding documents.

- If the liability claim is taken to a court of law, the insured person shall allow AGA to conduct the proceedings, grant the legal counsel appointed and nominated by AGA full power of attorney to act on his or her behalf and submit all declarations deemed necessary by the legal counsel or AGA. Without awaiting instructions from AGA, the insured person shall raise objections within the specified period or seek the necessary legal remedies against orders for payment of damages decreed by the courts or by the state.
- If the insured person obtains the right to demand the cancellation or reduction of a payable annuity as a consequence of altered circumstances, the insured person is obliged to allow AGA to exercise such right on his or her behalf. The provisions of Nos. 3 to 5 apply accordingly.
- AGA is considered to have full authority to submit all declarations on behalf of the insured that it deems suitable to settle or ward off a claim.

Travel Accident Insurance

AVB RU E 14 MR
(only insofar as additionally agreed)

§ 1 What is insured? What is an accident?

- AGA provides insurance benefits from the agreed sum insured if an accident during the insured stay in the agreed area of validity leads to the death or permanent disability of the insured person.
- An accident is deemed to have occurred:
 - If the insured person involuntarily suffers damage to his or her health as a result of an occurrence which has a sudden and external impact on his or her body.
 - If a joint is dislocated or muscles, tendons, ligaments or capsules are pulled or torn due to excessive exertion.

§ 2 Under which circumstances does insurance cover not apply?

The following is not included in the insurance cover:

- Accidents caused by mental disorders or impairments of consciousness, strokes, epileptic fits or cramps seizing the whole body as well as pathological disorders resulting from psychic reactions. This also applies if the condition is due to the influence of alcohol or drugs.
- Accidents suffered by the insured person whilst intentionally committing a criminal offence.
- Accidents suffered by the insured person as the pilot (also using aerial sports equipment) or a crew member of an aircraft.
- Impairments to health caused by curative measures and other interventions performed on the body of the insured person with his or her agreement, radiation, infections and poisoning, unless these were due to accidental causes.
- Bleeding from inner organs and cerebral haemorrhage, unless primarily due to an accident suffered during the insured stay in the agreed area of validity.
- Pathological disorders as a result of psychological reactions irrespective of the cause.

§ 3 What benefits does AGA pay in the event of the death of the insured person?

Should the accident lead to the death of the insured person within one year, AGA will pay € 10,000.00 to the heirs.

§ 4 What benefits does AGA pay in the event of the permanent disability of the insured person?

Should the accident result in the permanent impairment of the insured person's physical or mental abilities (disability), the insured person is entitled to claim benefits from the sum insured for disability (taking into account the progression pursuant to No. 2 (e)) to a maximum amount of € 140,000.00..

- Disability must have occurred within one year after the accident and must be determined by a physician and the claim asserted within a further three months.
- The disability benefits payable depend on the degree of disability. Notwithstanding any evidence substantiating a higher or lower degree of disability, the following fixed scales of disability are applicable:
 - Loss or incapacity of:

| | |
|-------------------------|------|
| an arm | 70 % |
| a hand | 55 % |
| a thumb | 20 % |
| a finger | 10 % |
| a leg | 70 % |
| a foot | 40 % |
| a toe | 5 % |
| an eye | 50 % |
| hearing in one ear | 30 % |
| sense of smell or taste | 10 % |
 - In case of partial loss or functional impairment of one of these parts of the body or sensory organs, the appropriate proportion will be determined on the basis of the respective percentage as specified under a) above.
 - Should the accident affect parts of the body or sensory organs, the loss or functional incapacity of which is not specified under

a) or b) above, the degree of disability will be measured by the extent to which the insured person's normal physical or mental capacity is impaired from a purely medical perspective.

- Should the accident result in the impairment of several physical or mental functions, the degrees of disability specified under 2 a) to c) will be added together. Such addition will, however, not total more than 100% disability.
- The disability payment under No. 2 a) shall be expanded as follows:

In case of a degree of disability in excess of 25%, the indemnity payment shall increase in accordance with the following table:

| from % | to % |
|--------|------|--------|------|--------|------|--------|------|--------|------|
| 26 | 28 | 41 | 73 | 56 | 130 | 71 | 205 | 86 | 280 |
| 27 | 31 | 42 | 76 | 57 | 135 | 72 | 210 | 87 | 285 |
| 28 | 34 | 43 | 79 | 58 | 140 | 73 | 215 | 88 | 290 |
| 29 | 37 | 44 | 82 | 59 | 145 | 74 | 220 | 89 | 295 |
| 30 | 40 | 45 | 85 | 60 | 150 | 75 | 225 | 90 | 300 |
| 31 | 43 | 46 | 88 | 61 | 155 | 76 | 230 | 91 | 305 |
| 32 | 46 | 47 | 91 | 62 | 160 | 77 | 235 | 92 | 310 |
| 33 | 49 | 48 | 94 | 63 | 165 | 78 | 240 | 93 | 315 |
| 34 | 52 | 49 | 97 | 64 | 170 | 79 | 245 | 94 | 320 |
| 35 | 55 | 50 | 100 | 65 | 175 | 80 | 250 | 95 | 325 |
| 36 | 58 | 51 | 105 | 66 | 180 | 81 | 255 | 96 | 330 |
| 37 | 61 | 52 | 110 | 67 | 185 | 82 | 260 | 97 | 335 |
| 38 | 64 | 53 | 115 | 68 | 190 | 83 | 265 | 98 | 340 |
| 39 | 67 | 54 | 120 | 69 | 195 | 84 | 270 | 99 | 345 |
| 40 | 70 | 55 | 125 | 70 | 200 | 85 | 275 | 100 | 350 |

- Should the accident affect a physical or mental function already subject to lasting impairment before the accident, an appropriate deduction will be made to the extent of such previous disability. Such disability will be measured in accordance with No. 2 above.
- If the insured person should die as a result of the accident within one year after its occurrence, there will be no claim to disability benefits.
- If the insured person should die for reasons unrelated to the accident within one year of the accident or should he or she die more than one year after the accident and a claim for disability benefits had already arisen, benefits will be paid to the extent of the degree of disability that would have been reasonably expected based on the last medical examination conducted.

§ 5 What limitations on benefits are to be noted?

Should illness or ailments have contributed to an impairment of health or the consequences thereof caused by the accident, the benefits payable will be reduced in proportion to the contributing factor of such illness or ailments, provided such factor is at least 25%.

§ 6 What action is to be taken after an accident has occurred (obligations)?

The insured person is obliged to do the following:

- Undergo a medical examination by physicians appointed by AGA. The necessary costs of such examination and any loss of income incurred thereby will be borne by AGA.
- Release the physician giving treatment or carrying out examinations as well as other insurers and authorities from their professional confidentiality obligation.

§ 7 When does AGA pay permanent disability benefits?

- As soon as AGA has received the documents that are to be submitted by the insured person for the purpose of documenting the circumstances and consequences of the accident and documenting the completion of the curative treatment necessary for determining the degree of disability, AGA is obliged to declare within three months whether and to what extent it recognises a claim.
- If AGA recognises a claim, benefits will be paid within a period of two weeks.
- Within one year after the accident, disability benefits may be claimed before completion of curative treatment only up to the level of the sum payable in the event of death.
- The insured person and AGA are entitled to have the degree of disability determined each year by a physician for a period not exceeding three years after the occurrence of the accident. To exercise this right, AGA must state this when submitting the declaration in accordance with No. 1; the insured person must exercise his or her right within one month after receipt of such declaration. Should the final assessment of disability result in higher disability benefits than AGA had already paid, this extra amount will be subject to payment at 5% annual interest.

General Information in the event of claim

What do you do in any case of damage?

The insured person must minimise and document the damage as far as possible. For this reason, please ensure that you have suitable proof of the occurrence of the damage (e.g. confirmation of damage, medical certificate) and of the extent of damage (e.g. bills, receipts).

What should you do if you fall ill, injure yourself or any other emergency occurs during travel? (Travel Health Insurance / Patient Repatriation Insurance / Travel Assistance)

Please immediately contact the Assistance in case of severe injuries or serious illnesses, particularly prior to hospitalisation, so that adequate treatment or repatriation transport can be ensured. For the reimbursement of the costs you have paid at the location, please submit **original bills and/or prescriptions**.

Important: The bills must show the name of the person receiving treatment, the name of the illness, the treatment data and the individual medical services provided and the costs of these. Prescriptions must provide information on the medications prescribed, the prices and bear the stamp of the pharmacy.

What should you remember for claims under the Travel Accident Insurance or Travel Liability Insurance?

Please note the **names and addresses of witnesses** who saw the damaging event. Ask for a **copy of the police report** if the police was called in to investigate the matter. Notify Allianz Global Assistance and submit these documents and information with your loss report.

Declarations and information on data processing

I. Consent to the collection and use of health data and declaration of release from secrecy.

The declarations of consent and of release from secrecy printed under I. were prepared as coordinated between the Gesamtverband der deutschen Versicherungswirtschaft e.V. (GDV) and data protection authorities.

The Insurance Contract Act, the Federal Data Protection Act and other data protection provisions do not include an adequate legal basis for the collection, processing and use of health data by the insurer. For this reason we need your consent as required by data protection laws. In the event of a claim, we may require your release from secrecy in order to obtain your health data from parties subject to secrecy (e.g. physicians).

Furthermore, we require your release from secrecy in order to disclose your health data or other data protected under Section 203 of the German Criminal Code, e.g. the fact that there is a contract with you, your customer number or other identification data, to other parties, e.g. assistance, logistics or IT service providers.

The following declarations of consent are indispensable for the implementation or termination of your insurance contract (processing of your claim). Should you not submit these, it will not usually be possible to enter into any contract.

The declarations relate to the way we handle your health data and other data subject to secrecy (under 1.), in connection with requesting these from third parties (under 2.) and when disclosing them to parties external to the insurer (under 3.)

The declarations also apply to persons legally represented by you who are included in the insurance, e.g. to your children, if they do not recognise the significance of this consent and thus cannot submit their own declarations.

1. Consent to the collection, saving and use of your health data

I consent to AGA International S.A. collecting, saving and using the health data notified by me in the future, provided that this is required to implement or terminate the insurance contract.

2. Request of health data from third parties to verify the duty to indemnify

To check our duty to indemnify it may be necessary for us to check information on your state of health which you provided to substantiate claims or which is shown in the documents submitted (e.g. bills, prescriptions, expert opinions) or notifications, e.g. by a physician or other member of the health profession.

This verification is carried out only to the extent necessary. To do so, we require your consent including a release from secrecy for us and for these parties if, in the course of these requests, health data or other information subject to secrecy are disclosed.

We will inform you in each individual case of the persons or establishments that are required to provide information and for what purpose. You can then decide in each case whether you consent to the collection and use of your health data by the insurer, release the persons or establishments named and their employees from secrecy and consent to the transfer of your health data to the insurer, or whether you will provide the required documents yourself.

3. Disclosure of your health data and other data subject to secrecy to parties outside AGA International S.A.

We contractually oblige the parties named below to observe provisions on data protection and data security.

3.1 Disclosure of data for medical assessment

To check our duty to indemnify, it may be necessary to call in medical experts. We require your consent and release from secrecy for this purpose if your health data and other data subject to secrecy are transferred in this connection. You will be informed of each transfer of data.

I hereby consent and agree that AGA International S.A. may transmit my health data to medical experts if this is necessary for reviewing the obligation to pay benefits in my insurance claim and that the health data are used there for the proper purpose and the results are sent back to AGA. I release the persons working for AGA International S.A. and the experts from their nondisclosure duty with respect to the health data and other data protected under StGB (German Criminal Code) Section 203.

3.2 Transfer of tasks to other parties (business enterprises or persons)

We do not perform in part certain tasks in the course of which your health data might be collected, processed and used. We have therefore transferred these tasks to other companies. If your data subject to secrecy are disclosed in the course of this, we require your release from secrecy for us and, where necessary, for other parties.

We carry out a constantly updated list of the parties and categories of parties that collect, process or use data subject to secrecy on our behalf as agreed. This list shows the tasks which have been transferred to the individual parties. The currently valid list is enclosed directly with the declarations.¹⁾ An up-to-date list can also be viewed on the Internet under www.allianz-reiseversicherung.de/datenverarbeitung or requested from us (AGA International S.A., Bahnhofstraße 16, D - 85609 Aschheim bei München, Phone +49.89.62424-460, service@allianz-assistance.de). We need your consent for the disclosure of your health data and for use of such data by these specified parties.

I consent to AGA International S.A. transferring my health data to the parties named in the list mentioned above and to the collection, processing and use of my health data by those parties for the purposes stated to the same extent as AGA International S.A. would be allowed to do. Insofar as necessary, I release the employees of the parties entrusted with this task from secrecy for the disclosure of health data and other data protected under Section 203 of the German Criminal Code..

3.3 Disclosure of data to reinsurers

To ensure that your claims are satisfied, AGA International S.A. can conclude contracts with reinsurers that partially or completely assume the risk insured by us. In some cases the reinsurers use other reinsurers for this purpose to whom they also transfer your data. To allow the reinsurer to check whether AGA International S.A. has correctly assessed a claim, AGA International S.A. might be required to present your claim documents to the reinsurer.

To settle insurance claims, data on your existing contracts might also be disclosed to reinsurers.

As far as possible, anonymised and pseudoanonymised data are used for the purposes named above, but personal health data might also be used.

Reinsurers use your personal data only for the purposes named above. We will inform you of the transfer of your health data to reinsurers.

I consent to AGA International S.A. transferring my health data to the parties named in the list mentioned above and to the collection, processing and use of my health data by those parties for the purposes stated to the same extent as AGA International S.A. would be allowed to do. Insofar as necessary, I release the employees of the parties entrusted with this task from secrecy for the disclosure of health data and other data protected under Section 203 of the German Criminal Code.

Statements by the insured person(s) or the legal representative of the person(s) to be insured:

I hereby make the declarations on data processing submitted by the applicant or the person interested in insurance on my own behalf or on behalf of the person(s) to be insured.

¹⁾ Allianz Group companies (marked with *) and service providers that use personal data on behalf of the insurer which are subject to secrecy and / or collect, process or use health data:

- Mondial Kundenservice GmbH * (claims processing)
- AWP Romania SA * (claims processing)
- Allianz Handwerker Services GmbH * (technical services for companies of the Allianz Group)
- Allianz Managed Operations & Services SE * (shared services for companies of the Allianz Group)
- AGA Service Deutschland GmbH * (assistance services)
- rehacare GmbH *, medical and professional rehabilitation company (rehab services)
- Mawista GmbH (sales and customer-related services, telephone service)
- tricontes GmbH * (sales and customer-related services, telephone service)
- IMB Consult GmbH (support in the preparation of medical reports)
- ViaMed GmbH (medical consulting, support in the preparation of medical reports)
- Experts (medical and nursing assessment and preparation of expert reports)
- Nursing services and providers of medical aids (arrangement of nursing services and medical aid providers)
- Patient repatriation transports (medically advisable or necessary repatriation from abroad)

II. Disclosure of data to other insurers

Pursuant to the Insurance Contract Act the insured person must notify the insurer of all important circumstances for claim settlement in case of damage. This can also include previous illnesses and claims or notifications about other similar insurance. In certain cases, such as double insurance, legal subrogation and where there are cost sharing agreements, personal data must be exchanged between insurers. Also to prevent any misuse of insurance it may be necessary to request information from other insurers or to provide suitable information upon request. In the process, the data of the person affected are disclosed, such as his or her name and address, type of insurance cover and the risk or information on the claim (type of damage, amount of claim, date of damage).