

Documents to Insurance Policy

Only valid in conjunction with the premiums and service specifications shown on the insurance policy.
The insurance taken out is documented on the insurance policy!

Overview of Benefits

• Personal Liability Insurance

Sums insured: € 3,000,000.00 per person for personal injury, property damages and financial losses, € 500,000.00 for damages to rental items.

Scope of validity: world-wide

Insurance term: The insurance policies are valid for the agreed time period.

Persons eligible for insurance cover: Foreign stipendiaries of the Max-Planck-Gesellschaft (MPG) and their co-travelling family members. Family members are:

- partners of the MPG stipendiary, if they do not have their own income;
- minors (also step, adoptive and foster children) of MGP stipendiaries or partners without own income;
- children of full age (also step, adoptive and foster children) of MGP stipendiaries or partners, if they are completing an academic or professional education and do not have their own income.

If you want to submit a claim...

...immediately forward your notification of claim together with the corresponding supporting documents and your full address to the insurer AWP P&C S.A.:

AWP P&C S.A.
Niederlassung für Deutschland
Claims Department MAWISTA Protect
Bahnhofstraße 16
D - 85609 Aschheim (bei München)

Telephone: +49.89.6 24 24-0
Telefax: +49.89.6 24 24-222

Please note the following important information

Single premium: valid for one person in each case

Guidelines on taking out insurance: The policy can be purchased at any time, effective on the first day of any month. Insurance cover commences at the time specified in the insurance policy, but not before submitting the application and commencement of the temporary stay.

Insurance cover is provided only for the insured person named on the insurance policy. 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 AWP P&C 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 insurance policy are relevant for the scope of insurance.



Olaf Nink, Chief Executive Officer

AWP P&C S.A.
Niederlassung für Deutschland
(Germany Branch)
Bahnhofstraße 16
D - 85609 Aschheim (near Munich)

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

AWP P&C S.A.
Public limited company under French law
Registered Office: Saint-Ouen (France)
Commercial register: R.C.S. Paris 519 490 080
Board of Management: Rémi Grenier (Chairman), Ulrich Delius, Fabio de Ferrari, Anh Tran Hong, Karsten Crede, Sylvie Ouziel, Lidia Luka-Lognoné

This translation is for information purposes only. In the event of any conflict or inconsistency between the German and the English versions, the German original shall prevail.

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 the Overview of Benefits and in the General Policy Conditions.

Personal Liability Insurance

Insurance cover for statutory damage compensation claims of third parties due to personal injury, property damages and financial losses up to the agreed sum insured.

No insurance cover is provided for, among others, damages resulting from the use of motor-powered vehicles or the pursuit of hunting activities, and generally damages on items that have been taken into custody (with the exception of rented premises). No insurance cover is provided for liability losses from occupational activities, whereby the activity as a MPG stipendiary is not deemed an occupational activity. §§ 1 and 2 AVB AB 16 MP.

Please immediately report the insured event in writing to AWP, and ensure that you comply with all obligations under § 5 AVB AB 16 MP. If these obligations are not adhered to, benefits may be reduced or lost, see also § 8 AVB AB 16 MP.

Complaint Notice:

Our goal is to offer first-class services. It is equally important to us to respond to your concerns. If you are not satisfied with any of our products or our service, please notify us directly.

You can send us your complaints relating to contract or claim issues using any means of communication. You can reach us by telephone at +49.89.6 24 24-460, in writing by e-mail to service@allianz-assistance.de, or by regular mail to AWP P&C S.A., Beschwerdemanagement, Bahnhofstrasse 16, D - 85609 Aschheim (bei München), Germany. Additional information on our complaint process can be found at www.allianz-reiseversicherung.de/beschwerde.

In addition, you can contact the responsible supervisory authority, Bundesanstalt für Finanzdienstleistungsaufsicht (BaFin - the German Federal Financial Supervisory Authority), Graurheindorfer Strasse 108, D - 53117 Bonn, Germany (www.bafin.de).

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 or 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 § 7 (1) and (2) of the Insurance Contracts Act (VVG) in conjunction with §§ 1 through 4 of the VVG Decree on Information Duties - each of these notifications in written form. In case of contracts in electronic commerce (§ 312i (1)(1) of the German Civil Code (BGB), this period shall not commence prior to our performance of our duties pursuant to § 312i (1)(1) of the German Civil Code in conjunction with Article 246c 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:

AWP P&C S.A., Bahnhofstraße 16, D - 85609 Aschheim (near Munich), 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 AWP P&C S.A., Germany Branch

Terms and Conditions of AWP P&C S.A., Germany Branch

Hereinafter referred to as AWP

General Provisions

AVB AB 16 MP E

The provisions below under §§ 1 to 10 apply to all Special Terms and Conditions for the MAWISTA Protect Liability Insurance.

§ 1 Who is insured?

1. The insured persons are the persons listed by name, or the group of persons described in the proof of insurance, as long as the insurance premium has been paid.

§ 2 When does the premium have to be paid?

1. The premium is payable immediately following the conclusion of the insurance contract, and must be paid promptly within 14 days after delivery of the insurance policy.
2. The invoiced premium includes the insurance tax. It must be paid at the amount stipulated by law.
3. If the first premium is paid at a later date, insurance cover shall only begin as of that later date. AWP must have advised of this possibility by way of a separate notification in text form or a conspicuous reference included in the insurance policy. The insurance cover shall commence on the agreed date if the policyholder is able to provide evidence that he is not responsible for the delayed payment.
4. If the policyholder fails to pay the first premium, AWP may withdraw from the contract until such time as the premium is paid. AWP cannot withdraw if the policyholder is able to prove that he is not responsible for the delayed payment.
5. Subsequent premiums are always due on the agreed date.
6. If a subsequent premium is not paid in a timely manner, the policyholder shall be deemed in default even if he does not receive a reminder from AWP.

This does not apply if the policyholder is not responsible for the delayed payment.

In the case of default, AWP is entitled to demand compensation for damages incurred by AWP as a result of the delay.

7. In the event that a subsequent premium is not paid in a timely manner, AWP may set a payment deadline in text form at the policyholder's cost. The payment period must be at least two weeks.

The payment request is only deemed valid if it contains the following information:

- the amount of the outstanding premium, interest and costs must be shown separately, and
 - the legal consequences associated with a failure to comply with the deadline pursuant to § 2 No. 8 must also be noted.
8. If the premiums thus noted were not paid by the end of the payment deadline,
 - no insurance cover will be extended as of that date, until payment has been submitted.
 - Can AWP cancel the contract without notice.

The contract will continue if the required premium is paid within one month of the cancellation by AWP. No insurance cover is provided for insured events that occur between the end of the payment period and the payment.

9. Where the parties have agreed that the premium will be withdrawn from an account, the payment is deemed to have been paid in a timely manner if the premium can be collected by the due date and no objections are submitted with regard to the withdrawal.

The payment is also deemed timely if the premium that is due cannot be collected without the fault of the policyholder, and it is paid immediately after a request in text form has been submitted.

If the failure to collect the premium that is due is the fault of the policyholder, AWP shall be entitled to demand a different payment method in the future.

However, in that case the policyholder is only required to submit payment once AWP has issued a request to that effect in text form.

10. If the premium has not been paid by the time an insured event occurs, AWP is not required to pay benefits unless the policyholder is not responsible for the non-payment.

§ 3 When does the insurance cover begin and end?

1. Insurance cover begins on the date indicated in the insurance policy. The provision of insurance cover is conditional on the prompt payment of the first or one-time premium after a period of 14 days following receipt of the insurance policy.
2. The contract is concluded for the duration specified in the insurance policy.
3. The insurance cover begins within the agreed term, at the earliest upon crossing the border into the area of validity, and ends at the end of the Max-Planck-Gesellschaft stipend, but no later than on the date indicated in the insurance policy.
4. The minimum duration of the insurance policy is one month.
5. In the event the insured risk is increased due to the amendment or issue of new regulations, AWP shall be entitled to cancel the insurance policy with a notice period of one month. The right of cancellation expires if it is not exercised within one month as of the date on which AWP becomes aware of the increase.
6. The policyholder may cancel the contract if AWP has provided or finally refused to provide benefits. The cancellation must be

received no later than one month after benefits have been paid or the end of the legal dispute. If the cancellation is initiated by the policyholder, the cancellation becomes valid as soon as it is received by AWP. However, the policyholder may determine that the cancellation shall go into effect at a later date, but no later than the end of the insurance year.

§ 4 Which cases are not covered by insurance?

No insurance cover is provided for the following:

1. damages from strikes, lock-outs, atomic energy, confiscation or other intervention by public authorities, as well as damages in regions for which the Foreign Office of the Federal Republic of Germany has issued a travel warning. In the event an insured person is in that location at the time a travel warning is issued, the insurance cover ends seven days after the date on which the travel warning is announced.
2. damages from wars or war-like events. However, insurance cover is provided if the damages occur during the first seven days after the start of the events. This does not apply to stays in countries in which war or civil war is already in progress, or the eruption of the same could be foreseen;
3. damages intentionally perpetrated by the insured person.

§ 5 What must the insured person do in the case of damages (obligations)?

The insured person is obliged

1. to keep damages to a minimum and avoid unnecessary costs;
2. to immediately report the damages to AWP;
3. in the case of a damage event, to submit proof of a valid stipend from the Max-Planck-Gesellschaft;
4. to provide suitable proof of the date of entry (copies of entry documents, passport/visa, if required for entry, travel tickets, plane tickets and similar);
5. to explain the event of damage and the scope of the claim, and to truthfully provide all pertinent information to AWP, and to permit AWP to verify the cause and amount of the asserted claim in a reasonable manner. With regard to proof, the insured person is required to submit original invoices and receipts, and possibly release physicians from medical confidentiality, insofar as knowledge of the information is required to assess the duty to indemnify or the benefit scope. Insurance benefits must not be provided if AWP is not able to determine the amount and scope of benefits because the insured person fails to release individuals of their obligation to confidentiality and otherwise fails to enable AWP to conduct an assessment of the claim.

§ 6 When does AWP pay compensation?

Where AWP has determined a duty to indemnify on the merits and to the extent, indemnity will be paid within two weeks. Insurance benefits are paid in Euros. If the payment location is located outside of states that are members of the European currency union, AWP's obligations shall be deemed as fulfilled as of the time in which the Euro amount has been instructed for payment at a bank located in the European currency union.

§ 7 What happens if the insured person has claims for damages against third parties?

1. Claims for damages against third parties are transferred to AWP up to the amount of the payment submitted in accordance with the statutory provision, as long as the insured person does not incur any disadvantages as a result.
2. The insured person is required to confirm the legal transfer in writing at AWP's request.
3. Obligations to indemnify from other insurance contracts and those of social insurance agencies take precedence over AWP's obligation to indemnify. AWP will provide advance payments if it is first taken to task with submission of original documents.

§ 8 When does the insured person lose his/her claim to insurance benefits due to a breach of obligation and limitation?

1. If an obligation is intentionally breached, AWP is released from the obligation to indemnify; in the case of grossly negligent breaches AWP is entitled to reduce the benefits in accordance with the severity of the insured person's fault.
2. The insured person is responsible for providing evidence of the non-existence of gross negligence. Except in the case of fraudulent intent, AWP is obliged to provide benefits insofar as the insured person can prove that the breach of the obligation is not responsible for the occurrence nor the determination or scope of AWP's duty to indemnify.
3. The claim to insurance benefits expires in three years, calculated from the end of the year in which the claim occurs and the insured person became aware of the circumstances for asserting the claim, or would have had to have been aware without gross negligence.

§ 9 What form applies to the submission of declarations of intent?

1. Notifications and declarations of intent by the insured person and the insurer must be made in text form (e.g. letter, fax, e-mail).
2. Insurance intermediaries are tasked with receiving and forwarding of declarations to AWP.
3. If the policyholder failed to notify the insurer of a change to his/her address, deliveries of declarations of intent that must be submitted to the policyholder are deemed valid if they are sent

by registered letter to the most recent address available to the insurer. The declaration is deemed received three days after it has been posted. This applies accordingly in the event of a change to the policyholder's name.

§ 10 Which court in Germany is responsible for the assertion of claims from the insurance contract? Which law applies?

Munich is the place of jurisdiction. German law applies, unless opposed by international law.

Personal Liability Insurance

AVB BB 16 MPH E

§ 1 What risk is assumed by AWP?

AWP offers insurance cover for liability risks encountered in daily life, if the insured person is taken to task by a third party for damage compensation during the insured time period as a private individual or due to his or her activities as an MPG stipendiary as a result of the statutory liability provisions as stipulated by private law. Events of damage include death, injury or impairments to the health of persons (personal injury), or damages to or the destruction of property (property damage) as well as financial losses at the indicated scope. The hazards of an occupation (activity as an MPG stipendiary is not deemed an occupational activity), service, office (also honorary office), an activity involving responsibility in associations of all kinds, or an unusual and dangerous activity are not insured.

In particular, insurance cover is provided for the risks

- a) from being the head of the family and household (e.g. supervision of minors);
- b) from the possession and use of bicycles;
- c) from the pursuit of sports; not included are liability claims from the pursuit of hunting activities, and from damages resulting from the active participation in horse, bicycle or vehicle races, boxing or wrestling matches and preparation for the same (training);
- d) as the owner or keeper of tame pets, tame small animals and bees, but not dogs, cows, horses, other riding and draught animals, wild animals and animals kept for commercial or agricultural purposes.

1. What provisions apply with regard to vehicles, aircraft and watercraft?

No insurance cover is provided with regard to the liability of the owner, proprietor, holder or driver/pilot of a motor vehicle, aircraft or watercraft, and a trailer that must be insured, due to damages caused by the use of the vehicle/trailer. At the same time, insurance cover is provided – whereby the personal statutory liability of the driver/pilot in charge and the other persons entitled to operate the vehicle is also insured – for liability due to damages that are caused by the use of

- a) motor vehicles and motor vehicle trailers that are only driven on non-public roads and places, without consideration of a maximum speed;
- b) motor vehicles that must not be insured that achieve a speed of no more than 6 km/h due to their design. AWP is released from the obligation to indemnify
 - if the driver of a motor vehicle does not have the prescribed driving permit on public roads and places at the occurrence of the insured event.
 - if the vehicle was used by an unauthorised driver. The obligation to indemnify vis-a-vis the insured person is maintained if the insured person could assume without fault that the driver in charge had a driver's permit, or if the insured person did not knowingly enable the use of the motor vehicle by the unauthorised driver.

- c) recreational watercraft (including wind surfing boards), excluding own sail boats and own or third-party recreational watercraft with motors – including ancillary or outboard motors – or propellants.

At the same time, the liability due to damages resulting from the use of own wind surfing equipment is insured.

Insurance cover is not provided for the liability claims incurred by the holder or owner himself, and claims due to damages to a recreational watercraft/equipment.

If an official permit is required to pilot a recreational watercraft, AWP shall be released from the obligation to indemnify if the pilot in charge did not have the prescribed permit at the occurrence of the insured event. The obligation to indemnify vis-a-vis the insured person is maintained if the insured person could assume without fault that the operator in charge had a permit, or if the insured person did not knowingly enable the use of the recreational watercraft vehicle by the unauthorised operator.

- d) remote-controlled model air planes without consideration of maximum speed, and remote-controlled model air planes that achieve a speed of not more than 15 km/h due to their design.

2. Which provisions apply with regard to damages to rental items in flats/rooms in buildings?

Notwithstanding § 3 No. 2 b BB MPH, the statutory liability from damages to residential premises and other premises rented for private use in buildings and all resulting subsequent financial losses is included.

Excluded are:

- a) Liability claims due to
 - aa) wear, tear and excessive use;
 - bb) damages to heating, machine, boiler and water heating equipment, as well as electrical and gas equipment;
 - cc) glass damages (e.g. also Plexiglas, ceramic stove tops), if the insured person can obtain special insurance for this purpose.
- b) Recourse claims that fall under the waiver of recourse pursuant to the agreement of the fire insurers with regard to overlapping insured events (the wording of the fire waiver of recourse agreement can be provided on request).
- c) Maximum compensation is capped at € 500,000.00 in line with the property damage and lumpsum cover sum per damage event that is agreed in the insurance policy and its endorsements. The total benefit for all insured events of an insurance year is double the amount of this maximum compensation.

3. Which provisions apply with regard to property damages to the installations of rented flats/premises

- a) Notwithstanding § 3 No. 2 b BB MPH, the statutory liability from damages to moveable installations of rented vacation apartments, vacation homes, hotel rooms and ship cabins is included.
- b) Excluded are liability claims due to the following:
 - aa) wear, tear and excessive use;
 - bb) damages to heating, machine, boiler and water heating equipment, as well as electrical and gas equipment;
 - cc) glass damages (e.g. also Plexiglas, ceramic stove tops), if the insured person can obtain special insurance for this purpose.
- c) Maximum compensation is capped at € 2,500.00 in line with the property damage and lumpsum cover sum per damage event that is agreed in the insurance policy. The total benefit for all insured events of an insurance year is double the amount of this maximum compensation.

4. Which provisions apply with regard to damages to rented, borrowed or leased third-party property?

- a) Notwithstanding § 3 No. 2 b BB MPH, the statutory liability from damages to moveable third-party property, even if such items have been rented, leased or borrowed for personal use, is included.
- b) Excluded are liability claims due to the following:
 - aa) damages to items that were left with the insured person for more than three months, or the provision of which was planned for a period of more than three months, regardless of the actual length of that period;
 - bb) damages to items intended for the insured person's professional, business or commercial use;
 - cc) wear, tear and excessive use;
 - dd) glass damages, insofar as the insured person is able to obtain special insurance for this purpose;
 - ee) damages to jewellery and/or valuable items, certificates, cash or securities;
 - ff) loss;
 - gg) subsequent financial losses;
 - hh) damages to vehicles, aircraft (including aerospace) and watercrafts of all kinds.
- c) Maximum compensation is capped at € 2,500.00 per damage event and insurance year.

5. Which provisions apply with regard to stays abroad?

The following applies to stays in other European countries and regions outside of Europe that form part of the area of validity of the Treaty on the European Union, along with other temporary stays abroad:

- a) The statutory liability from insured events that occur abroad is included.
- b) Also insured is the statutory liability from the temporary use or rental (not ownership) of flats and houses located abroad pursuant to § 1 No. 2 of these Special Terms and Conditions and risk descriptions regarding liability insurance for private individuals.

6. Which provisions apply with regard to financial losses?

- a) The statutory liability due to financial losses from events of damage that occurred during the validity of the insurance policy are also insured in line with the contract. Financial assets are damages that were not caused by personal injury or property damages;
- b) Excluded are liability claims due to the following:
 - aa) damages resulting from items produced or supplied or works rendered by the insured person (or on his behalf or on his account by third parties);
 - bb) damages from continuous emissions (e.g. noise, smell, tremors);
 - cc) planning, advisory, construction or installation supervision, inspecting or expert activities;
 - dd) activities in connection with cash, loan, insurance, real estate, leasing or similar economic transactions, from payment transactions of all kinds, from cash management and due to fraud and embezzlement;
 - ee) the breach of industrial property rights and copyrights, and anti-trust or competition laws;
 - ff) failure to comply with time limits, deadlines, preliminary cost estimates;
 - gg) advice, recommendations or directives to financially affiliated companies;
 - hh) activities in connection with data processing, rationalisation and automation, provision of information, translation, travel services and travel organisation;

- ii) intentional deviation from statutory or official provisions, instructions or requirements of the principal, or due to other intentional breach of obligation;
- jj) loss of items, including e.g. money, securities and valuable items.

7. Which provisions apply with regard to the lost key risk?

Also included is the statutory liability of the insured person for the loss of other parties' private keys to flats, and those of employers in line with keys ceded during an occupational activity (also for general/main keys for a central locking facility and for electronic access/authorisation cards), which were in the legal custody of the insured person.

The insurance cover comprises the costs for the required replacement of locks and locking facilities as well as temporary security measures (emergency lock) and – if required – protection of the item for up to 14 days, calculated as of the date on which the loss of the key was discovered.

- a) The following are excluded:
 - aa) subsequent damages resulting from the lost key (e.g. theft);
 - bb) in the case of owners of flats, the costs for replacing the locks under commonhold ownership and the co-ownership share in the common property (first party loss); However, in the case of commonhold ownership, insurance cover is extended to liability claims of the community of owners, which are asserted against the insured person due to the loss of the keys to the locks or locking facilities under common ownership.
 - cc) liability from the loss of keys to moveable items (also keys for safes and furniture);
 - dd) damages that result from the loss of keys to
 - buildings that the insured person uses or owns entirely for his own purposes (including commercial, business or independent professional purposes) (other first party loss);
 - buildings, flats, rooms or garages the management of which (e.g. administration, security, property protection, cleaning) is the purpose of the insured person's commercial, business or occupational activity.
- b) Maximum compensation is capped at € 15,000.00 per damage event and insurance year.

8. Which provisions apply with respect to electronic data exchange?

The statutory liability of the insured person due to damages from the exchange, transmission and provision of electronic data, e.g. on the internet, by e-mail or data carriers, is also included, insofar as it concerns damages from

- a) the deletion, suppression, rendering unusable or modification of data (data changes) at third parties by way of computer viruses and/or other malware;
- b) changes to data for other reasons, and the failure to enter and defective storage of data at third parties, specifically due to
 - aa) the resulting personal injury and property damage, but not additional changes to data, and
 - bb) the costs to restore the modified data, or to enter or correctly store data that was not entered or that was entered incorrectly;
- cc) disruption of third-party access to electronic data exchange.
- c) Insurance cover is only provided under the condition that the insured person regularly implements inspections and safeguards regarding the data to be exchanged, transmitted or provided by way of security measures and techniques that correspond to the current state of technology (e.g. virus scanner, firewalls). These measures can also be performed by third parties (e.g. service providers).
- d) In addition to § 2 No. 6 BB MPH, multiple insured events that occur during the validity of the insurance policy are deemed a single insured event that occurred at the time of the first of these insured events if the events are based on
 - aa) the same cause,
 - bb) the same causes that are connected in terms of their intrinsic, and in particular objective and time-related, aspects, or
 - cc) the exchange, transmission and provision of electronic data with the same defects.
- e) Insurance cover is also provided for insured events abroad, insofar as the insured liability claims are asserted in European states and according to the law of European states.
- f) Claims from the following activities and services are not insured:
 - aa) the manufacture, trade, implementation and maintenance of software;
 - bb) IT consulting, analysis, organisation, instruction and training;
 - cc) network planning, installation, integration, operation, maintenance;
 - dd) the provision of foreign contents, e.g. access, hosting, full-service providing;
 - ee) the operation of databases.
- g) Not included in the insurance cover are claims
 - aa) due to damages that occur as a result of the insured person's intentional
 - and unauthorised interference in third-party data processing systems/data networks (e.g. hacker attacks, denial-of-service attacks),
 - use of software that is suited to destroy or modify the data order (e.g. software viruses, trojans).
 - bb) that are closely related to
 - information that is transmitted electronically in large amounts, and that is not wanted by the recipient (e.g. spamming),

- files (e.g. cookies) designed to illegally collect certain information about internet users.

- cc) against persons, insofar as they have perpetrated the damages by wilfully deviating from statutory or official provisions (e.g. participation in illegal online exchanges) or through other intentional breaches of obligation.

9. Which provisions apply with respect to cover for bad debts?

The following applies with respect to the loss of legally established and enforceable receivables from third parties:

- a) In line with these Special Terms and Conditions and the risk descriptions regarding liability insurance for private individuals, AWP provides the insured person with insurance cover in the event that an insured party suffers damages inflicted by a third party during the validity of the insurance policy, and the resulting claims for damages against the damaging party cannot be, or cannot be fully, enforced. The contents and scope of the damage compensation claims are governed accordingly pursuant to the cover scope of the personal liability insurance under this contract. In addition, insurance cover is provided for such claims for damages that are based on the intentional action of the damaging party (the third party), and for those claims for damages that resulted from the status of the damaging party (third party) as the owner or keeper of animals. Insurance cover is not provided for default interest, contract penalties and legal costs (e.g. costs for litigation and lawyers), including costs for compulsory enforcement. Lost receivables from damages that are causally related to nuclear and genetic damages, upheavals, internal unrest or earthquakes are not insured.
- b) liability loss in terms of these conditions refers to the event of damage that led to the death, injury or health impairment of persons (personal injury) or damages to or the destruction of objects (property damage), and for the consequences of which the insured person has taken the third party to task for damage compensation on the basis of the statutory liability provisions as stipulated by private law.
- c) A third party as defined by these conditions is the party that caused the damages, who was taken to task for payment of compensation due to a liability loss by you or by the insured person(s) according to a legally enforceable judgement.
- d) Insurance cover is only provided if the claim for damages is € 1,000.00 or more.
- e) The insured person receives payment of damages on request. The insured person must immediately report the bad debt loss to AWP. The insured person is required to provide truthful and detailed information regarding the insured event and all circumstances related to the event. For the assessment of the liability loss, AWP is entitled to demand extensive written material from the insured person.
- f) AWP has a duty to indemnify if the insured person has won a legally enforceable judgement due to a liability loss against a third party before a court of a member state of the European Union or regions outside of Europe that belong to the area of validity of the Treaty on the European Union, and attempts at enforcement have failed.
 - aa) A legally enforceable judgement as defined by these conditions also includes a judgement by default or judgement by consent, an enforcement order, a settlement enforceable in the courts or a notarised acknowledgement of fault with a subjugation clause, which shows that the third party personally submits to immediate execution with regard to his entire assets.
 - bb) Attempts at enforcement have failed if the insured person can prove that a compulsory enforcement (pledging of items or receivables) did not lead to the (full) satisfaction of the damage compensation claim, or even partial satisfaction appears to offer no promise of success due to proven circumstances, e.g. because the third party submitted the affirmation in lieu of oath or is listed in the local debtor registry of the local court.
- g) As evidence of the failed enforcement, the insured person must submit the minute orders of a bailiff, which demonstrate the failure (fruitlessness) of the compulsory enforcement, or, on request, the local debtor registry of the local court and a notarised copy of the enforceable enforcement order for the judgement, or the notarised acknowledgement of debt.
- h) AWP is only required to provide benefits if proof of the failed enforcement has been submitted.
- i) Claims by the insured person for which a social insurance agency or social assistance agency has a duty to indemnify, along with the recourse claims of an employer, are not insured.
- j) Benefits from indemnity insurance (e.g. household insurance) that is in place for the insured person, or from a personal liability insurance policy in place for the third party, must be asserted first. If the benefits provided under these contracts do not cover the insured person's damage compensation claim, then AWP will cover the remaining residual claim from this insurance contract in accordance with these conditions.
- k) Third parties may not derive any rights from this contract.
- l) Maximum compensation is capped at € 3,000,000.00 per damage event and insurance year.

§ 2 How does AWP protect the insured person against liability claims, and up to what amount is indemnity provided?

1. AWP reviews the liability, defends against unjustified claims and replaces the indemnity that is owed by the insured person. AWP will replace the indemnity to the extent that it acknowledges a duty to indemnify or approves the insured person's

- acknowledgement. AWP also pays an indemnity if it concludes or approves a settlement, or if a court decision is in place.
2. If the damaged party or his legal successor assert the liability claim before the courts, AWP will lead the legal dispute at its cost and in the name of the insured person.
 3. In the event that AWP requests or approves the appointment of defence counsel in criminal proceedings against the insured person, which are held as a result of an insured event of damage, AWP will be responsible for the cost of the defence counsel.
 4. In the event that the settlement of a liability claim by way of an acknowledgement, satisfaction or settlement as requested by AWP should fail due to opposition by the insured person, AWP shall not be responsible for the resulting additional expenses related to the main matter, interest and costs.
 5. The sums insured noted in the insurance policy or the product and consumer information represent the maximum limit for AWP's scope of performance. This also applies if insurance cover extends to several persons eligible to receive indemnity.
 6. Multiple insured events that occur during the validity of the insurance policy are deemed a single insured event that occurred at the time of the first of these insured events if the events are based on
 - the same cause,
 - the same causes that are connected in terms of their intrinsic, and in particular objective and time-related, aspects, or
 - due to the delivery of products with the same defects.
 7. If the justified liability claims from an insured event exceed the sum insured, the insurer shall be responsible for litigation charges at the proportion of the sum insured to the total amount of these claims.
 8. If the policyholder is required to pay pension payments to a damaged party, and the capital value of the pension exceeds the sum insured or the residual amount of the sum insured that remains after the deduction of other benefits from the insured event, then the pension to be paid will only be reimbursed by the insurer at the proportion of the sum insured or its residual amount to the capital value of the pension.

The corresponding provision of the ordinance regarding insurance cover in the vehicle liability insurance policy in the version that applies at the time of the insured event shall apply to the calculation of the pension value.

The full amount of the other benefits will be deducted from the sum insured during the calculation of the amount that must be assumed by the policyholder as part of on-going pension payments, if the capital value of the pension exceeds the sum insured or the remaining sum insured after deduction of other benefits.

§ 3 Which risks are not insured?

Insurance cover is not provided for

1. Liability claims against the insured person
 - a) insofar as they exceed the scope of the insured person's statutory liability due to a contractual or other commitment;
 - b) by relatives of the insured person, who live with the insured person in the same household. Relatives are spouses, life partners in terms of the Life Partner Act or similar partnerships pursuant to the law of other states, parents and children, adopted parents and children, parents-in-law and daughters-and sons-in-law, step-parents and stepchildren, grandparents and grandchildren, siblings and also foster parents and foster children (persons who are related to each other through a family-like and long-term relationship such as parents and children);

- c) by his or her statutory representatives or advisors, if the policyholder is a person with no or limited legal capacity, or receives assistance;
 - d) by his or her liquidators, compulsory enforcement and insolvency administrators;
 - e) due to the transmission of a disease by the insured person or one of the animals noted in § 1 d) AVB BB MPH;
 - f) due to damages from an occupational activity (whereby the activity as a MGP stipendiary is not deemed an occupational activity);
 - g) due to damages to items, works or other services produced or delivered by the insured person as a result of a cause that is related to the manufacture, delivery or service, and all resulting financial losses. This also applies if the cause of the damage is found in a defective part of the item or in a defective partial service and it results in damages to or the destruction of the item or service. This exclusion also applies if third parties have assumed the manufacture or delivery of the items or the works or other services on the order or on the account of the insured person.
 - h) against the insured person due to environmental damages pursuant to the environmental damages act (USchadG) or other national implementation laws based on the EU environmental liability directive (2004/35/EC). This also applies if the insured person is taken to task by a third party due to statutory liability provisions as stipulated by private law for compensation of costs resulting from such environmental damages. However, insurance cover shall be maintained for claims that could already be directed against the insured person on the basis of statutory liability provisions as stipulated by private law even without the existence of the environmental damages act or other national implementation laws based on the EU environmental liability directive (2004/35/EC).
 - i) due to damages that can be traced back to asbestos, asbestoscontaining substances or products;
 - j) due to damages that are directly or indirectly related to energy-rich ionising radiation (e.g. radiation from radioactive materials or x-rays);
 - k) due to damages that can be traced back to
 - genetic engineering activities,
 - genetically modified organisms (GMO),
 - products with GMO components, or that are produced with the use of GMO;
 - l) from property damage that is the result of
 - effluents, insofar they do not concern household effluents,
 - the sinking of land or land slides,
 - flooding from standing or flowing waters;
 - m) due to damages from the exchange, transmission and provision of electronic data, insofar as it concerns damages from
 - the deletion, suppression, rendering unusable or modification of data,
 - the failure to enter or defective storage of data,
 - disruption of access to electronic data exchange,
 - transmission of confidential data and information;
 - n) due to damages from breaches to personal rights or rights to a name;
 - o) due to damages from hostility, bullying, harassment, unequal treatment or other discrimination.
2. Liability claims against the insured person
 - a) from hunting activities;

- b) due to damages on third-party property that the insured person has rented or borrowed, has obtained through unlawful interference with the possession of another, or has taken into custody. At the same time, the liability from damages to rooms in buildings during the trip, in particular of rented vacation apartments and hotel rooms or the accommodation (excluding furniture) is insured; insurance cover is not provided for liability claims due to wear and tear or excess use;
 - c) as the owner, proprietor, holder or driver/pilot of a motor vehicle, aircraft or motor-powered aircraft due to damages that were caused by the use of the vehicle;
 - d) if the damages were caused because the insured person, in knowledge of their defective nature or harmfulness,
 - brought products into circulation, or
 - rendered works or other services;
 - e) by his or her liquidators, compulsory enforcement and insolvency administrators.
3. Liability claims
 - a) of the policyholder himself/herself or the persons noted in § 3 No. 1 against the other insured persons,
 - b) between several policyholders of the same insurance contract,
 - c) between several coinsured of the same insurance contract.

§ 4 What must the insured person observe following the occurrence of the insured event (obligations)?

An insured event is the event of damage that could lead to liability claims against the insured person.

1. Each insured event must be immediately reported to AWP.
2. The insured person must immediately report the initiation of preliminary proceedings or the issue of an order of summary punishment or court order to AWP, even if AWP is already aware of the insured event.
3. In the event a claim for compensation is asserted against the insured person, he or she must notify AWP within one week of the assertion of the claim.
4. The insured person must also notify AWP if a claim is asserted by involving the help of courts or governments.
5. The insured person is obliged, taking into account AWP's instructions, to ensure that damages are reduced where possible, and to do everything that is conducive to clearing up the damage event. The insured person must submit a detailed and truthful damage report, must report all circumstances related to the event of damage, and must also submit the relevant written materials.
6. In the event matters proceed to trial regarding the liability claim, the insured person is required to cede the conduct of a case to AWP, and to provide the lawyer appointed or designated by AWP with a power of attorney and all intelligence deemed necessary by the same or by AWP. The insured person is required to appeal court or government orders for damage compensation in a timely manner without waiting for AWP's instructions, or to take the required legal remedies.
7. If the insured person obtains the right to demand the cancellation or reduction of a payable benefit due to changed circumstances, the insured person is obliged to cede this right to AWP, which shall exercise the right in her or her name. The provisions under No. 3 to 5 apply accordingly.
8. AWP is deemed authorised to submit all declarations that in its opinion are appropriate to settle or defend against the claim in the insured person's name.

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 things should you keep in mind with regard to liability insurance claims?

Please write down the name and addresses of witnesses who observed the event of damage. Obtain a copy of the police report, if the police was involved for investigative purposes. Inform AWP and submit these documents and information along with your notification of claim.

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 § 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 AWP P&C 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 AWP P&C S.A.

We contractually obligate 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 AWP P&C 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 AWP. I release the persons working for AWP P&C S.A. and the experts from their nondisclosure duty with respect to the health data and other data protected under StGB (German Criminal Code) § 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 (AWP P&C 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 the parties listed at these points.

I consent to AWP P&C 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 AWP P&C 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 § 203 of the German Criminal Code.

3.3 Disclosure of data to reinsurers

To ensure that your claims are satisfied, AWP P&C 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 AWP P&C S.A. has correctly assessed a claim, AWP P&C 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 AWP P&C 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 AWP P&C 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 § 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)
- PCI Holdings AG (technical 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).