

# Documents to Insurance Policy

The insurance purchased is documented in the insurance policy!

## Overview of Benefits

### MAWISTA Expatcare

- Health Insurance – Tariff Premium, Comfort & Classic –
- Medical Assistance – Tariff Premium, Comfort & Classic –

## We are there for you

### Assistance in an emergency

If you require **help in an emergency** the Assistance is there for you. Our **24-hour emergency service** guarantees rapid and expert assistance all over the world!

Phone: **+49.89.6 24 24-496**

### Important for help in an emergency:

- Please hold the exact address and phone number of your current whereabouts ready to hand.
- 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.

### Notification of claim

The simplest and quickest way of notifying us of your claim is via [www.mawista.com/schaden-melden](http://www.mawista.com/schaden-melden) (or alternatively by post to our Claims Department).

AWP P&C S.A.  
Niederlassung für Deutschland  
(Germany Branch)  
Schadenabteilung MAWISTA  
Bahnhofstraße 16  
D - 85609 Aschheim (near Munich)  
Telefon: +49.89.6 24 24-0  
Telefax: +49.89.6 24 24-222

## 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 your stay in the agreed area of validity? (Health Insurance, Medical Assistance)

Please immediately contact the Assistance in case of severe injuries or serious illnesses, particularly prior to hospitalisation, so that adequate treatment can be ensured or repatriation transport arranged. 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.

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## Please note the following important information

**Scope of validity:** see Product and Consumer Information and §2 VB AB 16 MEX

**Maximum insured travel duration:** The insurances are valid for the agreed term, maximum 60 months.

**Insurable persons:** Insurable are persons up to an age of 75.

**Guidelines on taking out insurance:** Insurance cover commences at the time specified in the insurance policy, but not before submitting the application and commencement of the temporary stay. **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 14 days from the beginning of the insurance contract.**

**Insurance cover is provided only for the person named on the insurance policy.** The premium is due for the first time at the beginning of the insurance contract and is payable monthly in advance. The premium can be paid by transfer, direct debit scheme or credit card. If the premium is not paid when an insured event occurs, then the insurer is not obligated to pay benefits unless the policyholder is not responsible for the non-payment; this does not apply to the insured persons in relation to the business products. When payment is made using the SEPA direct debit scheme or with a credit card, payment occurs when sufficient funds are in the account specified by the policyholder at the time the premium is collected.

**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. (Allianz Worldwide Partners) 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

Allianz Worldwide Partners  
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. Bobigny 519 490 080  
Board of Management: Rémi Grenier (Chairman), Ulrich Delius, Fabio de Ferrari, Ulf Lange, Claudius Leibfritz, Sylvie Ouziel, Lidia Luka-Lognoné

# 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.

## Health Insurance

Reimburses the costs of necessary medical treatment in the event of acute illnesses and injuries caused by an accident which occur during the period of insurance in the agreed area of validity:

- Medications, physician and hospital costs.
  - Patient repatriation transportation as well as rescue flights if medically advisable.
  - Pregnancy if the pregnancy (conception) started after the commencement of insurance and after a waiting period of eight months has passed.
  - Repatriation of mortal remains in the event of death.
- In the case of psychological illnesses: inpatient critical intervention in an acute life-threatening situation.

In addition, in the Comfort and Premium tariffs reimbursements will be paid for, inter alia:

- Dentures
- Preventive medical check-ups
- Psychotherapy

The maximum limits on reimbursements can be found in the insurance Terms and Conditions as well as the tariff table.

Please note the waiting periods for delivery, dental prostheses, orthodontic treatments and for vision aids.

**No insurance cover** is provided, among other things, for medical treatment which the insured person knew was necessary before the commencement of insurance in the agreed area of validity or which he or she could have expected based on the circumstances of which he or she was aware. Further exclusions in §§ 5 VB AB E MEX, 4 VB K E MEX and in the tariff table.

In the event of serious injuries or illnesses, especially prior to inpatient treatment at a hospital, please contact the Assistance immediately so that adequate treatment can be ensured and, if necessary, your return transportation can be arranged.

Exact details on the scope of insurance cover can be found in the insurance Terms and Conditions as well as the tariff table.

## Medical Assistance

Provides worldwide assistance in the emergencies in the agreed area in case of illness, accident, 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.

## Generally applicable for all MAWISTA Expatare insurance products

**No insurance cover is provided, inter alia, for:**

- Damage or loss in areas for which the German Federal Foreign Office has issued a travel warning.
- Damage or loss caused by war or events similar to war.
- Damage caused by the insured person intentionally.

### Insurability:

Insurable persons: insurance is available to anyone up to the age of 75.

### Agreed area of validity:

- For persons whose domicile or habitual residence is in Germany, the insurance for the temporary stay outside of Germany is applicable within the agreed tariff table pursuant to the insurance policy (insured stay abroad).

**The insured person is obliged to check if the insurance satisfies the legal regulations of the country of residence or domicile.**

Insurance protection up to three months per calendar year is also available in Germany for temporary holiday or work-related interruptions to the insured stay abroad.

- For persons whose domicile or habitual residence is outside Germany, the insurance applies for the temporary stay in Germany (insured stay abroad).

**The insured person is obliged to check if he/she is subject to obligatory healthcare insurance in Germany. Persons whose domicile or habitual residence is in Germany are (apart from a few exceptions) subject to obligatory insurance in accordance with Section 193 no. 3 VVG. This insurance does not fulfil the obligatory insurance in Germany with a habitual residence in Germany.**

In the case of holiday or work-related interruptions to the insured stay in Germany, worldwide insurance protection is provided for up to three months per insurance year (exception USA / Canada: for details, see the following sub-paragraph).

- In tariffs excluding the USA / Canada, insurance protection is provided for stays in the USA / Canada for a total maximum of 42 days per insurance year.

### Legal consequences of breaches of duty (§ 9 no. 1 and 2 VB AB E MEX)

1. If a breach of duty is committed intentionally, the insurer is exempted from its duty to indemnify; in case of a grossly negligent breach, the insurer is entitled to reduce the benefits in proportion to the degree of fault of the insured person.
2. The insured person must furnish proof that no gross negligence was involved. Except in case of fraudulent intent, the insurer is obliged to indemnify if the insured person furnishes proof that the breach of duty is not the cause of either the occurrence or the determination or the scope of the insurer's duty to indemnify.

### 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](mailto:service@allianz-assistance.de), or by regular mail to AWP P&C S.A., Beschwerdemanagement, Bahnhofstrasse 16, D - 85609 Aschheim (near Munich), Germany. Additional information on our complaint process can be found at [www.allianz-reiseversicherung.de/beschwerde](http://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](http://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 reinsurer. 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](mailto: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

AWP is the abbreviation of Allianz Worldwide Partners and will hereinafter be referred to as “the insurer”.

## General Provisions

on the MAWISTA Expatare Insurance Cover  
(abbreviated: VB AB E 16 MEX)

Terms and Conditions of Insurance apply to all MAWISTA Expatare insurance products.

### § 1 Who is insured?

1. Persons up to 75 years of age can be insured.
2. Insurance is not available to persons with a fixed-term residence permit for Germany, who have exceeded a period of 60 months, taking similar insurance agreements with other insurers into account.

### § 2 What is the area to which insurance cover applies?

1. What applies for persons with domicile or habitual residence in Germany and who are staying abroad for a temporary period?
  - a) For persons whose domicile or habitual residence is in Germany, the insurance for the temporary stay outside of Germany is applicable within the agreed tariff scope pursuant to the insurance policy (insured stay abroad).

**Note: The insured person is obliged to check if the insurance satisfies the legal regulations of the country of residence or domicile.**

- b) Insurance cover up to three months per calendar year is also provided in Germany for holiday or work-related interruptions to the insured stay abroad.
2. What applies for persons with domicile or habitual residence outside of Germany and who are staying in Germany for a temporary period?
    - a) For persons whose domicile or habitual residence is outside Germany, the insurance applies for the temporary stay in Germany (insured stay abroad).  
**Note: The insured person is obliged to check if he/she is subject to obligatory healthcare insurance in Germany. Persons whose domicile or habitual residence is in Germany are (apart from a few exceptions) subject to obligatory insurance in accordance with § 193 Abs. 3 VVG. This insurance does not fulfil the obligatory insurance in Germany with a habitual residence in Germany.**
    - b) In the case of holiday or work-related interruptions to the insured stay in Germany, worldwide insurance protection is provided for up to three months per insurance year (exception USA / Canada: for details, see No. 3).
  3. In service rates excluding the USA / Canada, insurance protection is provided for stays in the USA / Canada for a maximum of 42 days per insurance year.

### § 3 When does the insurance begin and end?

Insurance cover

1. begins at the time specified in the insurance policy (start of insurance), but not before the application is submitted, and not before the start of the insured period of stay abroad, and not before the expiry of any applicable waiting times. Waiting times are calculated from the start of the insurance. If the contract is purchased after the start of the temporary stay and not before expiration of an insurance contract that was in force starting at the beginning of the temporary stay, then a waiting period of 14 days from the beginning of the insurance contract will apply. In case of an accident insurance cover is provided from commencement of insurance.
2. ends at the agreed point in time, but no later than the end of the insured stay abroad, or if the criteria no longer apply in order to the insured person to be eligible for insurance in accordance with § 1.
3. can be extended by up to a maximum of 60 months if an application is submitted prior to the expiry of the initial contract period and subject to the insurer's agreement.

### § 4 What is the term of the contract and when must the premium be paid?

1. The insurance contract can be agreed upon for a number of full months, up to a maximum of 60 months.
2. The insurance contract can be terminated by the policyholder on any day to the end of the month.
3. The premium is due for the first time at the beginning of the insurance contract and is payable monthly in advance. If the premium is not paid when an insured event occurs, then the insurer is not obligated to pay benefits unless the policyholder is not responsible for the non-payment. When payment is made using the SEPA direct debit scheme or with a credit card, payment occurs when sufficient funds are in the account specified by the policyholder at the time the premium is collected.
4. When contract terms are longer than one month, the subsequent premiums are due on the first day of each new month. If a direct debit authorization has been provided, the premium will be deducted from the policyholder's account; otherwise, the premium must be transferred. If the subsequent premium cannot be deducted on this date or if it is not paid, then the insurer can set a payment period of at least two weeks in writing. If an insured event occurs after expiration of the

period and if the policyholder remains in arrears with payment of the subsequent premium, then the insurer is released from the obligation to provide benefits. The insurer can terminate the contract without notice if the policyholder is still in arrears of payment after expiration of the period. If the payment is made retroactively within one month following the termination or the expiration of the payment period, then the effect of the termination shall lapse and the contract shall enter into force again. However, there is no insurance cover for insured events that occurred after expiration of the payment period.

### § 5 In which cases does insurance cover not apply?

1. No insurance cover is provided in the following cases:
  - a) Damage or losses caused by strikes, nuclear energy and other acts by higher authority, as well as damage in areas, for which the Foreign Office of the Federal Republic of Germany 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 14 days after the announcement of the travel warning. Insurance cover continues in spite of the travel warning if the end of travel is delayed for reasons for which the insured person is not responsible.
  - b) Damage or losses as a result of war or warlike events. However, insurance cover is provided if the damage or loss occurs in the first 14 days after the start of the events. Insurance cover continues if the end of travel is delayed for reasons for which the insured person is not responsible. This does not apply to stays in countries, in which war or civil war is already being waged or the outbreak of war or civil war could be foreseen. Damage or losses caused by actively participating in war, civil war or warlike events is not insured.
  - c) Damage or losses intentionally caused by the insured person.

### § 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 the insurer without delay;
3. describe the damaging event or the loss as well as the scope of the claim and truthfully provide the insurer 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 – and allow the insurer to check the cause and amount of the claim asserted in a reasonable manner.
4. If requested by the insurer when compensation is paid, the insured person shall be required to prove the start and end, and any interruption to an insured stay abroad, and to establish his/her eligibility for insurance.

### § 7 When does the insurer pay compensation?

1. As soon as the insurer has determined whether and to what extent it has an obligation to indemnify, compensation is paid within two weeks.
2. During the course of examining the compensation claim, it may be necessary for the insurer to obtain personal health data within the limit permitted by law. Compensation will not be payable in the event that the insured person culpably fails to issue his/her consent to the collection of such data, or otherwise fails to enable a claim to be examined, whereby the insurer is unable to conclusively determine the amount and scope of the compensation payment obligation.

### § 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 the insurer up to the level of payment effected, provided that the insured person suffers no disadvantage thereby.
2. Upon request by the insurer, 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 the insurer. If the insured person first presents original bills to the insurer for payment, the insurer 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, the insurer is released from its obligation to indemnify; in case of grossly negligent violation, the insurer is entitled to reduce its payment in proportion to the degree of fault of the insured person.
2. The insured person must furnish proof that no gross negligence was involved. Except in case of fraudulent intent, the insurer 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 the insurer'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. MAWISTA GmbH is authorised to accept declarations and forward these to the insurer.

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

1. At the option of the insured person, the courts of Munich or the place in Germany where the insured person has his permanent residence or habitual abode at the time the legal action is brought will have jurisdiction and venue.
2. The laws of the Federal Republic of Germany apply insofar as they do not conflict with international law.

## Health Insurance

MAWISTA Expatare – tariff Premium, Comfort, Classic –  
(abbreviated: VB KE 16 MEX)

### § 1 What is insured?

1. The insurance covers the costs of:
  - a) Medical treatment
  - b) Patient repatriation transportation
  - c) Repatriation of mortal remains in case of death in the event of acute illnesses and accidental injuries occurring in the agreed area of validity within the insured period to the extent described in §§ 2 and 3.
2. Insurance cover is provided in the agreed area of validity for the costs of the medical treatment during pregnancy and childbirth only if the pregnancy (conception) occurred after the commencement of insurance and after the expiry of a waiting period of eight months. Irrespective of the time when pregnancy occurred and the waiting period, the insurer will reimburse the costs of medical treatment in case of the occurrence of acute complications in the pregnancy including miscarriage and premature birth. In the case of a premature birth, the insurer will also reimburse the necessary costs incurred within the agreed area of validity for the medical treatment of the new-born child up to a sum of € 100,000.
3. Insofar as agreed in the relevant tariff table, insurance cover is provided for the costs of outpatient preventative medical check-ups within the limits described in each case

### § 2 What costs are reimbursed for medical treatment?

1. The insurer reimburses expenditures for all necessary medical assistance in the agreed area of validity, including costs incurred for:
  - a) Outpatient treatment by a physician.
  - b) Medication, bandages and dressings prescribed by a physician for the insured person; medication must be procured from the pharmacy, moreover.
  - c) Inpatient treatment in hospital, including operations that cannot be postponed each up to the amount applicable for the tariff in question pursuant to the tariff table.
  - d) Patient transportation deemed medically necessary for inpatient treatment at the nearest and appropriate hospital in the agreed area of validity and back to the insured person's accommodation or to the nearest suitable physician and back for first-aid treatment following an accident.
  - e) Pain-killing dental treatment and repairs of dentures and provisional measures each up to the amount applicable for the tariff in question pursuant to the tariff table.
  - f) Dental prostheses and – for insured persons up to the age of 18 – orthodontic treatment within the Comfort and Premium tariffs up to the amount stated in the tariff table; a waiting period of eight months from the commencement of insurance applies.
  - g) The medical care and treatment of pregnancies which occurred after the commencement of insurance and after the expiry of a waiting period of eight months.
  - h) Aids required as a result of an accident (costs of hire or purchase) up to the amount applicable for the tariff in question pursuant to the tariff table.
  - i) Visual aids within the Comfort and Premium tariffs (each after eight months' waiting period from the commencement of insurance) up to the amount applicable for the tariff in question pursuant to the tariff table.
  - j) Medically prescribed treatment (e.g. massages, fango or lymph drainage treatments) up to the amount applicable for the tariff in question pursuant to the tariff table, even then if multiple (medical) applications are carried out within one treatment.
  - k) Medically necessary rehabilitation measures as subsequent medical treatment prescribed by a physician.
  - l) outpatient preventative medical check-ups in the Comfort and Premium tariffs within the limits of the tariff in question pursuant to the tariff table.
  - m) psycho-therapeutic treatment within the Comfort and Premium tariffs within the limits of the tariff in question pursuant to the tariff table.
  - n) in the case of psychological illnesses: inpatient critical intervention in an acute life-threatening situation, limited to 14 days.

2. In this context, the insurer shall pay for methods of examination or treatment widely accepted by conventional medicine to the extent stated in the contract. In addition, the insurer shall pay for methods and medication which have shown themselves to be just as promising in practice and which are applied because no conventional medical methods or medication is available. However, the insurer may reduce the payment to the amount which would have been incurred if conventional medical methods or medicine had been applied.
3. Within the area of validity agreed for the tariff, the insured person may freely choose from the physicians, dentists, therapists and midwives based in the country of stay and legally approved and licensed there, provided these individuals bill on the basis of the relevant applicable, official schedule of fees – if one exists – applicable to the professional in question, or the standard local fees.
4. In the case of medically necessary inpatient hospital treatment, the insured person may freely choose between public and private hospitals, which are subject to permanent medical supervision, which possess adequate diagnostic and therapeutic resources, maintain medical files and do not provide curative or sanatorium treatment nor accept convalescents. Insurance cover exists in Germany for general hospital services (multi-bed room) in accordance with the Hospital Fees Act and the Federal Regulations on Hospital Care Rates, excluding optional benefits (treatment as a private patient); outside of Germany to the same extent, insofar as not otherwise agreed for the tariff in question pursuant to the tariff table.
5. In the case of medically necessary inpatient treatment in medical institutions that also provide curative or sanatorium treatment or accept convalescents, but which otherwise satisfy the criteria of No. 4 above, the tariff-based payments will only be rendered if the insurer has issued its approval prior to the start of treatment. In the case of TB-related illnesses, compensation will also be paid within the contractual scope in the case of inpatient treatment in TB-based treatment centres and sanatoriums.
6. The insurer reimburses the costs in accordance with the conditions after the agreed term of validity of the insurance contract if patient repatriation was not advised for medical reasons during the term of the contract, until the date when the insured person can be transported at the latest, however, up to the maximum period applicable for the tariff in question pursuant to the tariff table.

### § 3 What costs does the insurer reimburse in case of patient repatriation transportation or death?

The insurer reimburses the following:

1. The costs of the medically advisable and justifiable repatriation of the insured person to a suitable hospital located closest to the insured person's habitual residence or domicile in his/her home country.  
In addition, in the Premium tariff the costs of the medically advisable and justifiable repatriation are reimbursed upon request by the insured person where continued hospital treatment is expected to exceed 14 days in the opinion of the physician giving treatment.  
Irrespective of this, the costs of the patient's repatriation to the country in which the insured person has his/her habitual residence or domicile are paid if these remain within the limits of the expected costs of continued medical treatment.
2. The actual costs of up to € 25,000 for the repatriation of the deceased insured person for a funeral to the country in which the insured person had his/her habitual residence or domicile.

### § 4 What limitations on insurance cover are to be noted?

No insurance cover is provided for the following:

1. Medical treatment and other measures ordered by a physician, where the purpose of the stay in the agreed area of validity was to seek such treatment.
2. Medical treatment and other measures ordered by a physician that the insured person knew were necessary prior to the stay in the agreed area of validity 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. Nutriment and tonics.
4. Orthodontic treatment, dental treatment other than pain-killing treatment, repairs to dentures and provisional measures. Notwithstanding this, the tariffs Comfort and Premium provide coverage within the scope described in § 2 No. 1 f) VB K E MEX.
5. The purchase of prostheses and other medical aids; notwithstanding this, insurance cover is provided for aids and visual aids required as a result of an accident within the scope described in § 2 No. 1 h) and i) VB K E MEX.

6. Treatment of alcoholism, drug addiction and other addictions as well as the consequences thereof.
7. Treatment of pregnancies which occurred before the commencement of insurance and for the treatment of pregnancies within the first eight months after the commencement of insurance (waiting period). Irrespective of the time the pregnancy occurred and the waiting period, the insurer will reimburse the costs of medical treatment for acute complications to the pregnancy, including miscarriage and premature birth.
8. Treatment or accommodation caused by infirmity, need of nursing care or detention.
9. Treatment of mental or emotional disorders as well as hypnosis, psychoanalytical and psychotherapeutic treatment; contrary to this exclusion, insurance protection is provided for psychotherapeutic treatment and inpatient crisis intervention, depending on the selected tariff within the limits described in § 2 No. 1 m) and n) VB K E MEX.
10. Fees and charges which exceed the extent considered generally customary and reasonable in the country concerned and for optional benefits such as a single room or treatment by the head physician, insofar as not otherwise agreed in the tariff in question (see tariff table). The reimbursement may be reduced to the customary rates in the country.
11. Patient repatriation transport caused by one of the reasons mentioned under no. 1, 2, 6 and 8.
12. Prophylactic examinations and check-ups, check-ups of children and young people, dental check-ups and dental prophylaxis, vaccinations, insofar as not otherwise agreed for the tariff in question pursuant to the tariff table, as well as any charges and fees for medical certificates, reports on diagnostic findings and physician's certificates for inability to work, which were not requested by the insurer.

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

The insured person is obliged to:

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. The insurer will reimburse the documented costs for making contact up to € 25.
2. Consent to return or repatriation to the country in which the insured person has his/her habitual residence or domicile, assuming the insured person is fit to be transported and provided that the requirements under § 3 No. 1 VB K E MEX have been met, if the Assistance authorises the return journey in view of the nature of the illness and the treatment required.
3. Submit to the insurer 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 the insurer.

### § 6 What deductible does the insured person pay?

The insured person will be required to pay the deductible agreed in the tariff table.

## Medical Assistance

MAWISTA Expatcare – valid for all tariffs –  
(abbreviated: VB MAS E 16 MEX)

### § 1 What services does the insurer provide?

1. The insurer provides assistance and support to the insured person during the stay in the agreed area of validity in the event of any emergency defined below and will pay the costs according to the following Terms and Conditions. The insurer 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 the insurer's obligation to indemnify based on the insurance contract with the insured person.
2. The insurer has contracted the Assistance to provide the insured persons of the insurer 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 the insurer, the insured person must return the amounts to the insurer within one month of invoicing.

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

1. Outpatient treatment in the agreed scope of validity  
Upon request, the Assistance will provide information on the possibilities of medical care, and will provide the name of a German-speaking or English-speaking physician if possible. However, the Assistance will not make contact with the physician.
2. Inpatient treatment in the agreed scope of validity  
In case of inpatient treatment of the insured person at a hospital, the Assistance will provide the following benefits:
  - a) Support  
As needed, the Assistance will make contact through its contract physician with each insured person's personal physician and to the hospital physicians handling the case; it will ensure that information is transmitted among the participating physicians. Upon request, the Assistance will inform relatives of the insured person.
  - b) Hospital visits  
In case of inpatient treatment of the insured person, the Assistance will organise travel for a person close to the insured person to the place of inpatient treatment and back to their place of residence in his/her home country upon request.
  - c) Cost assumption statement  
In case of inpatient treatment of the insured person, the insurer will provide the insured person with a statement of cost assumption up to € 15,000. This statement does not imply that the insurer acknowledges that it has a duty to indemnify. The insurer will assume the task of carrying out settlement with the payer responsible in the name of the insured person.
3. Patient repatriation transportation  
As soon as it is medically advisable and appropriate (in the Premium tariff also, if the duration of the hospital stay is expected to exceed 14 days in the opinion of the doctor providing treatment), the Assistance will organise return transportation using medically adequate means of transport (including air ambulances), after prior consultation between the Assistance and the local physicians handling the case, to the closest suitable hospital in the country where the insured person has his/her usual abode or place of residence.
4. If accompanying children under the age of 18 can no longer be taken care of as a result of the death, serious accidental injury or unexpected severe illness of the insured person, the Assistance will organise their return travel to the country in which the insured person has his/her usual abode or place of residence.

### § 3 What support does the Assistance provide to obtain any necessary medications required?

Where possible, the Assistance arranges the procurement of prescribed medication and its dispatch to the insured person in consultation with the insured person's personal physician. The insured person must reimburse the costs of such medication and its dispatch to the Assistance within one month after completion of travel, insofar as these are not insured under the terms of the healthcare insurance pursuant to § 2 no. 1 b) VB K E MEX.

### § 4 What services does the Assistance provide in the event of the death of the insured person?

If the insured person dies during his/her stay in the agreed area of validity, the Assistance will, in accordance with the relatives, organise the repatriation of the mortal remains of the insured person for burial in the country in which the insured person had his/her habitual residence or domicile.

### § 5 What information does the Assistance provide?

1. General medical advice on travel destinations  
Upon request by the insured person, the Assistance will also provide information on
  - the general medical care available at the destination;
  - particular risks of infection at the destination;
  - the vaccinations required for the destination;
  - suitable destinations for particular syndromes.
2. General explanation of medical terms (referred to as the Medical Interpreter Service)  
Upon request by the insured person, the Assistance will explain diagnoses and other medical terms.

# MAWISTA Expatcare – Insurance Benefits at a Glance / Tariff Table

Tariff Table	MAWISTA Expatcare Premium	MAWISTA Expatcare Comfort	MAWISTA Expatcare Classic
<b>Health Insurance</b>			
§ 2, No. 1 Amount of costs reimbursed for ...			
a) and b) Outpatient treatment incl. medication, bandages and dressings	unrestricted	unrestricted	unrestricted
c) Inpatient treatment	free choice of hospital, accommodated, if possible, as private patient in two-bed room, costs will be reimbursed up to the customary local amount	free choice of hospital, costs will be reimbursed in accordance with the Hospital Fees Act and the Federal Regulations on Hospital Care Rates, no optional services, outside Germany: 100 % to equivalent extent	
d) Medically necessary patient transportation to a hospital as well as to nearest accessible physician for first-aid treatment following an accident	unrestricted	unrestricted	unrestricted
e) Pain-killing dental treatment (fillings with simple finish) per insurance year	max. € 2,500	max. € 1,000	max. € 500
e) Repairs to dentures / temporary work per insurance year	max. € 250	max. € 250	max. € 250
f) Dentures and – exclusively for insured persons up to the age of 18 – orthodontic services (each following the expiry of the waiting period of 8 months)	80 % of the invoiced amount, but up to the maximum total of: • in the first 2 insurance years: € 3,000 invoiced amount • in the first 3 insurance years: € 5,000 invoiced amount • from the 4th insurance year: € 4,000 invoiced amount per insurance year	60 % of the invoiced amount, but up to the maximum total of: • in the first 2 insurance years: € 2,000 invoiced amount • in the first 3 insurance years: € 3,000 invoiced amount • from the 4th insurance year: € 4,000 invoiced amount per insurance year	not insured
h) Aids required as a result of an accident (hire charge or purchase) per insurance year	max. € 2,000	max. € 1,000	max. € 250
i) Visual aids (after the expiry of a waiting period of 8 months)	max. € 300 every 3 years	max. € 50 per insurance year	not insured
j) Treatment (e.g. massages, fango and lymph drainage treatment) per insurance year	100 %, up to 12 treatments; in the case of pregnancy, one-off total of € 50 for preparatory and postnatal exercise classes	100 %, up to 10 treatments	100 %, up to 8 treatments
k) Medically necessary rehabilitation measures, prescribed by a physician as curative treatment	unrestricted	unrestricted	unrestricted
l) Medical check-ups pursuant to legally introduced programmes	outpatient medical check-ups for early detection of cancer, additionally for children's medical check-ups U1 - U9 and vaccinations in accordance with the recommendation of the Standing Committee on Immunisation (STIKO)	outpatient medical check-ups for early detection of cancer	not insured
m) psychotherapy per insurance year	80 % of the invoiced amount, up to 12 sessions	80 % of the invoiced amount, up to 6 sessions	not insured
n) psychological illness	inpatient critical intervention in an acute life-threatening situation, max. 14 days		
§ 2, No. 6 Provision of the insurance benefit subsequently after the expiry of the insurance contract if the insured person is unfit to travel	max. 12 weeks	max. 8 weeks	max. 6 weeks
§ 1 No. 2 Treatments in connection with pregnancy and childbirth (with conception following commencement of insurance and after the expiry of a waiting period of 8 months)	unrestricted, inpatient treatment in accordance with tariff	unrestricted, inpatient treatment in accordance with tariff	unrestricted, inpatient treatment in accordance with tariff
	Irrespective of the time the pregnancy occurred and the waiting period, the insurer will reimburse the costs of medical treatment for acute complications to the pregnancy, including miscarriage and premature birth.		
§ 1 No. 2 Medical treatment for new-born following premature birth	max. € 100,000	max. € 100,000	max. € 100,000
§ 3, No. 1 Patient repatriation transportation to the home country	at an unlimited amount if medically advisable and justifiable, also if hospital treatment lasts longer than 14 days on request by the insured person	at an unlimited amount if medically advisable and justifiable	at an unlimited amount if medically advisable and justifiable
§ 3, No. 2 Reimbursement of costs for repatriation of mortal remains to home country	max. € 25,000	max. € 25,000	max. € 25,000
§ 6 Deductible			
worldwide excluding USA / Canada	no deductible	no deductible	no deductible
worldwide including USA / Canada per insurance year	€ 500	€ 500	€ 500
<b>Medical Assistance</b>			
§ 1 - § 5	Offers immediate assistance worldwide in case of an emergency in the agreed area of validity.		
§ 2, No. 2 c) Declaration of amount of costs assumed for inpatient treatment	max. € 15,000	max. € 15,000	max. € 15,000
Note: The insurance cover is defined in the Terms and Conditions of Insurance and the relevant tariff table. Please therefore note the imprinted Terms and Conditions of Insurance.			

# 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.<sup>1)</sup> An up-to-date list can also be viewed on the Internet under [www.allianz-reiseversicherung.de/datenverarbeitung](http://www.allianz-reiseversicherung.de/datenverarbeitung) or requested from us (AWP P&C S.A., Bahnhofstraße 16, D - 85609 Aschheim (near Munich), Phone +49.89.62424-460, [service@allianz-assistance.de](mailto: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 AWP P&C S.A. as well as those 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 reinsurers, provided that this is necessary for the assertion of legal claims for reimbursement in my insurance case; that the health data is used appropriately and that the results are relayed back to AWP. Insofar as is necessary, I release from their confidentiality obligations any persons acting on behalf of AWP P&C S.A. and consultants, with respect to the health data and further pursuant to data protected under Section 203 of the StGB (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

#### <sup>1)</sup> 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)
- Simplepaper Archive Management GmbH (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)
- AWP 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).