

Documents to Insurance Policy

The insurance purchased is documented in the insurance policy!

Overview of Benefits

MAWISTA VISUM Comfort

• Foreign Travel Health Insurance

Deductible for all insured events:

For persons up to 64 years of age: No deductible

For persons from 65 up to 80 years of age:

- € 100 per person in case of outpatient treatment
- € 500 per person in case of outpatient treatment

• Patient Repatriation Transportation

Sum insured: € 10,000 per person

• Travel Assistance

• Travel Liability Insurance

Sum insured: € 1,000,000 per person in case of personal injury and damage to property, € 250,000 for damage to rented property.

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

(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 travel? (Travel Health Insurance / Patient Repatriation Insurance / Travel Assistance)

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

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

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

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

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Please note the following important information

Scope of validity: Germany and Schengen states; no insurance cover is provided in those countries, in which the insured person maintains a permanent residence.

Maximum insured travel duration: The insurances are valid for the agreed term, maximum 183 days.

Insurable persons: Insurable are persons up to an age of 80 who do not maintain a permanent residence in the country to visit.

Guidelines on taking out insurance: Insurance can be taken out within one month after entering the area of validity or within one week after the expiration of an insurance contract with validity from the date of entry. There is a waiting period of 7 days, if insurance is taken out after entering the area of validity. The waiting period does not apply in case of accident. If insurance is taken out before departure, the waiting period is not applicable.

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 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, Anh Tran Hong, 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.

Foreign Travel Health Insurance

Reimburses expenditures for all necessary medical assistance in the event of acute illness and accidental injuries which occur during temporary travel in Germany, Switzerland and throughout the sovereign territory of the member states that fully apply the Schengen acquis (area of validity):

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

No insurance cover is provided, among other things, for treatment which the insured person knew was necessary before departure or which he or she could have expected based on the circumstances of which he or she was aware. Further exclusions in §§ 3 AVB RK AWP E MV, 5 AVB AB AWP E MV.

Patient Repatriation Transportation

The insurer reimburses the costs of the medically advisable and appropriate return transportation of the insured person to the nearest suitable hospital to the insured person's place of residence and, in the event of death, the repatriation of the insured person's mortal remains to the extent of € 10,000.

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

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

Travel Assistance

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

Travel Liability Insurance

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

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

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

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 (near Munich), 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 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

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

AVB AB E 14 MV

The regulations as stipulated under §§ 1 to 11 apply to all MAWISTA Visum insurance products.

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

§ 1 Who is insured?

The persons named in the policy or the group of persons specified in the certificate of insurance are deemed insured persons, provided that the premium has been paid.

§ 2 For which travel is the insurance applicable?

Insurance cover applies to the respectively insured temporary travel in Germany, Switzerland and throughout the sovereign territory of the member states that fully apply the Schengen acquis (area of validity). No insurance cover is provided in those countries, in which the insured person maintains a permanent residence.

§ 3 When is the premium payable?

1. The premium must be paid on delivery of the insurance policy. Insurance cover becomes effective only if the premium was paid before the beginning of cover.
2. If the premium has not been paid upon the occurrence of the insured event, the insurer shall not have a duty to indemnify, unless the insured person is not responsible for non-payment.
3. In case of visa refusal, the premium shall be refunded to a bank account in Germany after the end of validity of the insurance policy (12 months) by presenting the written refusal of visa application, the original insurance policy and a full copy of the insured person's passport.

§ 4 When does the insurance begin and end?

1. Insurance cover shall be provided insofar as the insurance policy is purchased within one month after the insured person's arrival to the area of validity or within one week after the expiration of an insurance contract with validity from the date of entry. The day of arrival and if so previous insurance cover shall be proved by the insured person.
2. Insurance cover is valid for the agreed term. The maximum per year for a term of insurance is 183 days.
3. Insurance cover commences – if premium was paid –
 - a) for the insured person from a visa requiring country within the before entry agreed term upon crossing the border into a country included in the agreed area of validity and ends with the departure from the agreed area of validity, however at the latest at the time agreed.
 - b) for the insured person from a non visa requiring country within the agreed term and ends with the departure from the agreed area of validity, however at the latest at the time agreed.
 - c) when agreed to insurance contracts after the entry to a country included in the agreed area, after a waiting period of 7 days – 0.00 on day 8 – from the attachment date. In case of an accident, insurance cover shall apply from the inception of insurance cover.

§ 5 In which cases does insurance cover not apply?

No insurance cover is provided in the following cases:

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

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

The insured person is obliged to

1. minimise the damage or loss as far as possible and avoid unnecessary costs;
2. report the damage or loss to the insurer without delay;
3. prove the day of entry in an appropriate way (copy of entry documents, passport/visa if required for entry, tickets etc.);
4. describe the damaging event or the loss as well as the scope of the claim and truthfully provide 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 reasonably examine the cause and amount of the asserted claim.

§ 7 When does the insurer pay compensation?

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

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

1. In accordance with statutory regulations, claims for damages against third parties pass to 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 seriousness of the fault of the insured person.
2. The insured person must furnish proof that no gross negligence was involved. Except in case of fraudulent intent, 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. Insurance brokers are authorised to accept and forward notifications and declarations of intention 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. The courts of Munich will have jurisdiction and venue.
2. The laws of the Federal Republic of Germany apply insofar as they do not conflict with international law.

Foreign Travel Health Insurance

AVB RK AWP E 14 MV

§ 1 What is insured?

The costs of treatment occurring as a result of acute illnesses or accidents during temporary travel in Germany, Switzerland and throughout the sovereign territory of the member states that fully apply the Schengen acquis (area of validity).

The costs of search, rescue and recovery measures are also covered up to € 5,000 if the insured person has to be rescued or recovered after an accident or if the insured person is missing and it is feared that something has happened to him or her.

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

1. The insurer reimburses expenditures for all necessary medical assistance in the area of validity , including costs incurred for:
 - a) Outpatient treatment by a physician.
 - b) Medical treatment and medication prescribed by a physician for the insured person.
 - c) Inpatient treatment in hospital, including operations that cannot be postponed. In case of premature birth, the costs of necessary treatment of the newborn child abroad will also be covered up to € 10,000, (notwithstanding § 1 AVB AB AWP E MV).
 - d) Patient transportation deemed medically necessary for inpatient treatment in the nearest hospital in the area of validity and back to the insured person's accommodation.
 - e) Walking aids deemed medically necessary and the rental fee for a wheelchair.
 - f) Pain-killing dental treatment, repairs to dentures and provisional measures up to € 250.
2. The insurer reimburses the costs of medical treatment up to the day the insured is fit to be transported, however a maximum of 45 days from the start of medical treatment, insofar as return transport up to the end of the insured travel is not possible due to the insured person's inability to be transported.
3. Unless otherwise agreed, the insured person pays a deductible of € 50 per insured event.

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

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

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

The insured person is obliged to do the following:

1. Contact the Assistance immediately in the event of inpatient treatment at a hospital, prior to the commencement of any extensive diagnostic or therapeutic procedures as an inpatient or outpatient, and prior to any submission of acknowledgements of payment.
2. Consent to return or repatriation to his or her home country, assuming the insured person is fit to be transported, if the Assistance authorises the return journey in view of the nature of the illness and the treatment required.
3. Submit to 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.

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

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

Patient Repatriation Transportation

AVB RT AWP E 14 MV

§ 1 What is insured?

The insurance covers the following:

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

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

The insurer reimburses the following:

1. The costs incurred for the medically advisable and appropriate return transportation of the insured person to the nearest suitable hospital to the insured person's place of residence to the extent of € 10,000.
2. The direct costs for repatriation of the insured person's mortal remains for burial or, alternatively, the direct costs for burial at the place of death, up to the costs of repatriation at the maximum to the extent of € 10,000.

§ 3 What limitations on cover are to be noted?

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

1. Medical treatment and other measures ordered by a physician, where the purpose of travel was to seek such treatment.
2. Medical treatment and other measures ordered by a physician that the insured person knew were necessary prior to inception of insurance cover or at the time of taking out the insurance or which he or she could have expected in the circumstances of which he or she was aware.
3. Alcoholism, drug addiction and other addictions, and the consequences thereof.

4. Childbirth after the 36th week of pregnancy and abortions and the consequences thereof.
5. Injuries caused by actively participating in competitions held by sports organisations and training in connection therewith.

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

The insured person is obliged to do the following:

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

Travel Assistance

AVB AS AWP E 14 MV

§ 1 What services does the insurer provide under the Assistance?

1. The insurer provides assistance and support to the insured person during travel in the event of any emergency defined below and will pay the costs at the amount stated in each case. 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 either the insurer or from any other payer, 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 and accident?

1. Inpatient treatment / Cost assumption statement
In case of inpatient hospital treatment, the insurer will provide the hospital with a statement of cost assumption up to € 13,000. 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.
2. Patient repatriation transportation
As soon as medically advisable and appropriate, the Assistance will organise return transportation using medically adequate means of transport (including air ambulances) to the closest suitable hospital to the insured person's place of residence after prior consultation between the contract physician of the Assistance and the local physicians handling the case.

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

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

Travel Liability Insurance

AVB RH AWP E 14 MV

§ 1 What risk does the insurer assume?

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

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

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

§ 3 What risks are not insured?

Insurance cover does not include the following:

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

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

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

1. Each and every insured event must be reported in writing to the insurer immediately.
2. The insured person must also immediately inform the insurer of any initiation of a preliminary investigation or issuance of an order of summary punishment or payment order, even if the insurer already knows about the insured event.
3. If a claim for compensation has been asserted against the insured person, he or she must notify the insurer thereof within one week after the claim is raised.
4. The insured person must also notify the insurer when a claim has been asserted that involves judicial or state assistance.
5. The insured person is obliged to take all possible steps to minimise the loss while complying with the insurer's instructions and to take every action necessary or useful to clarify the case of loss. The insured person must provide a detailed and truthful loss report, supply information on all circumstances connected with the damaging event and submit the corresponding documents.
6. If the liability claim is taken to a court of law, the insured person shall allow the insurer to conduct the proceedings, grant the legal counsel appointed and nominated by the insurer full power of attorney to act on his or her behalf and submit all declarations deemed necessary by the legal counsel or the insurer. Without awaiting instructions from the insurer, the insured person shall raise objections within the specified period or seek the necessary legal remedies against orders for payment of damages decreed by the courts or by the state.
7. If the insured person obtains the right to demand the cancellation or reduction of a payable annuity as a consequence of altered circumstances, the insured person is obliged to allow the insurer to exercise such right on his or her behalf. The provisions of Nos. 3 to 5 apply accordingly.
8. The insurer is considered to have full authority to submit all declarations on behalf of the insured that it deems suitable to settle or ward off a claim.

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 (near Munich), 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 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

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)
- 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).