Insurance Cover for stays abroad

Insurance Product Information Document
Company: AWP P&C S.A., Germany Branch

Product: MAWISTA Expatcare

Premium
(worldwide excluding USA / Canada)

This information sheet provides you with a brief overview of the essential contents of our insurance product. The insurance cover is exhaustively described in the General Policy Conditions. To be fully informed, please read all documents.

What is this type of insurance?
MAWISTA Expatcare Premium (worldwide excluding USA / Canada) is a comprehensive Insurance and includes the following benefits: Health Insurance and Medical Assistance.

What is insured?

Health Insurance and Medical Assistance

Which events are insured?
- ✓ Illness or accident
- ✓ Pregnancy and childbirth (after the expiry of a waiting period of eight months)

What will be reimbursed?
- ✓ Costs for outpatient treatment by a physician
- ✓ Costs for medical treatment and medication prescribed by a physician
- ✓ Costs for inpatient treatment in a hospital
- ✓ Costs for pain-killing dental treatment
- ✓ Costs for aids required as a result of an accident
- ✓ Costs of the medically advisable and appropriate return transportation to the nearest suitable hospital to the place of residence and, in the event of death, the repatriation of mortal remains
- ✓ Costs for dentures (after the expiry of a waiting period of eight months)
- ✓ Costs for visual aids
- ✓ Costs for psychotherapy
- ✓ Cost for prophylactic examinations and check-ups

As part of Medical Assistance: Assistance for personal emergencies (illness, accident, death) and organisation of repatriation with medically adequate means, as soon as this is medically advisable and reasonable.

What is not insured?

Health Insurance and Medical Assistance
- x 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.
- x Treatment of pregnancies which occurred before the commencement of insurance
- x Treatment of pregnancies within the first eight months after the commencement of insurance (waiting period)

Are there any restrictions on cover?

Health Insurance and Medical Assistance
- ! Pain-killing dental treatment: up to € 2,500
- ! Medically prescribed treatment (e.g. massages, fango or lymph drainage treatments): up to 12 (medical) applications
- ! Aids required as a result of an accident: € 2,000
- ! Dentures: 80 % of the invoiced amount, but in the first 2 insurance years up to € 3,000 with an annual increasing maximum amount
- ! Visual aids: up to € 300 every 3 years
- ! Psychotherapy: 80 % of the invoiced amount, up to 12 sessions
- ! Prophylactic examinations and check-ups: outpatient medical check-ups for early detection of cancer, additionally for children: medical check-ups U1 - U9 and vaccinations in accordance with the recommendation of the Standing Committee on Immunisation (STIKO)
- ! Repatriation costs: up to € 25,000

Where am I covered?

- ✓ Insurance cover is valid for insured persons with Germany as home country worldwide for the temporary stay outside Germany, for stays in the USA / Canada only for a maximum of 42 days per insurance year. In addition insurance cover is valid also in Germany for a period of up to 3 months per insurance year in case the insured stay abroad is interrupted.
- ✓ Insurance cover is valid for insured persons with home country outside Germany for temporary stays within Germany and also worldwide for a period of up to 3 months per insurance year in case the insured stay abroad is interrupted, but for stays in the USA / Canada only for a maximum of 42 days per insurance year.
- ✓ In general, no coverage exists in areas for which the Federal Foreign Office of Germany has issued a travel warning at the time of your entry into this area.

What are my obligations?

- You are obliged to report the damage or loss to us promptly.

Health Insurance and Medical Assistance
- In case of severe injuries or serious illnesses, particularly prior to hospitalisation, you have to contact us immediately.

When and how do I pay?

The premium is due for the first time on commencement of the insurance contract and is payable each month in advance. The payment of the premium can be made by using one of the available payment methods (e.g. SEPA direct debit or credit card). If a contract is valid for a term of longer than one month, the renewal premium is payable on the 1st day of the new month respectively.

When does the cover start and end?

Insurance cover begins at the time stated in the insurance policy (start of insurance), however not before applying for insurance, not before crossing the border and not before the expiry of any waiting periods. Waiting periods are calculated from the commencement of insurance.
Insurance cover ends at the agreed time, at the latest at the end of the insured stay in the agreed area of validity.
The insurance contract can be agreed for full months in each case and for a maximum term of 60 months.

When does the cover start and end?

You may cancel your policy at any time. It will then expire at the end of that month.

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Documents to Insurance Policy

The insurance purchased is documented in the insurance policy!

Overview of Benefits

MAWISTA Expatcare – Tariff Premium

- Health Insurance
- Medical Assistance

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/en/file-a-claim/
or alternatively by post to our MAWISTA Claims Department (see adress on the right).

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

Complaints, Applicable Law and Withdrawal

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 beschwerde-reise@allianz.com, or by regular mail to AWP P&C S.A., Beschwerdemanagement, Bahnhofstrasse 16, D - 85609 Aschheim (bei München), Germany. Additional information on our complaint process can be found at www.allianz-reiseversicherung.de/beschwerde. We will not participate in dispute settlement proceedings before a consumer arbitration board.

In the event of complaints relating to all types of insurance, please 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.

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Please note the following important information

Scope of validity: see § 2 VB AB 20 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 payment of the premium can be made by using one of the available payment methods (e.g. SEPA direct debit or credit card). If the insurer has been authorized to debit the premium from the selected payment method, the payment shall be deemed to have been made, if there is sufficient cover on the stated payment method at the time of debiting. The amount of the premiums is usually based on the selected insurance cover and the term of the contract.

If the insured event occurs, we will only be obliged to provide indemnity if the premium has been paid, or if you, as the policyholder, are not at fault for the non-payment of the premium. You are required to prove this to us.

The Allianz Travel trademark is owned by AWP P&C S.A. The contractually agreed insurance services are offered by AWP P&C S.A. in accordance with the following Terms and Conditions of Insurance. Verbal agreements shall not be valid. Insurance tax is already included in the insurance premiums. No fees are charged. The scope of the insurance is conclusively defined in the insurance certificate or the insurance premiums and service descriptions documented in the travel / booking confirmation.

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

General Representative: Carsten Staat
Registration court: Munich HRB 4605
VAT ID No. DE 129274528

AWP P&C S.A.
Public Limited Company incorporated under French law
Registered Office: Saint-Ouen (France)
Commercial register: R.C.S. Bobigny 519 490 080
Chairman of the Board of Management: Tomas Kunzmann

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 (bei München), Telefax + 49.89.6 24 24-244, E-Mail: service-reise@allianz.com.

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

Data Protection

In accordance with Art. 13 and 14 of the General Data Protection Regulation (GDPR), we are informing you about how your personal data is processed by AWP P&C S.A., Niederlassung für Deutschland (Germany Branch), and about the rights to which you are entitled under data protection law. Please make all co-insured individuals (e. g. your spouse) aware of this policy.

I Who is responsible for processing your personal data?

Responsibility for processing your personal data rests with

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

The Data Protection Officer can be contacted by standard mail at the aforementioned address, using the suffix "Data Protection Officer", or by email at datenschutz-azpde@allianz.com.

II For what purpose is your data processed, and on what legal basis does this take place?

1. **What applies to all categories of personal data?**
   We process your personal data in compliance with the EU General Data Protection Regulation (GDPR), the German Federal Data Protection Act (BDSG), the provisions of the German Insurance Contract Act (VVG) relevant to data protection law, as well as all other applicable laws.

   When you apply for insurance cover, we will require the information provided by you at this point in order to arrange the contract and to estimate the risk assumed by us. If the insurance contract comes into being, we will process this data for the implementation of the contractual relationship, such as for invoicing purposes. We require information about loss or damage in order to be able to assess whether an insured event has occurred and determine the extent of this loss or damage.

   It is not possible to arrange and implement the insurance contract without processing your personal data.

   Art. 6 (1) b) GDPR constitutes the legal basis for the processing of personal data for pre-contractual and contractual purposes.

   Alongside that, Art. 6 (1) a) and c) – f) GDPR contain other legally defined situations in which we are entitled to process personal data.

   We will process your data in order to fulfil a legal obligation in accordance with Art 6 (1) c) GDPR, such as to review claims for settlement, if another insurer seeks recourse from us due to the existence of multiple insurance policies.

   We will also process your data in order to uphold our legitimate interests or the legitimate interests of others, Art. 6 (1) f) GDPR. This may be the case particularly:
   - for ensuring IT security and IT operations
   - for marketing our own insurance products, and for conducting marketing surveys and opinion polls
   - for the prevention and investigation of criminal activities (in particular, we employ data analyses to detect possible indications of insurance fraud).

   As a rule, we only process that data that we have received directly from you. In certain cases we may also receive such data from other sources (such as if another insurer seeks recourse from us due to the existence of multiple insurance policies).

   We also process your personal data in order to fulfil other statutory obligations, such as regulatory requirements, as well as data retention obligations imposed by commercial and tax law.

   In these cases, the legal basis of the data processing is provided by the relevant statutory regulations in conjunction with Art 6 (1) c) GDPR.

   We may also process your data in accordance with Art 6 (1) d) GDPR in order to protect your vital interests, or if you have consented to the data processing, Art. 6 (1) a) GDPR.

   If we wish to process your data for any purpose other than those specified above, we will notify you in advance within the framework of the statutory regulations.

2. **What applies to special categories of personal data, especially health data?**
   There are special safeguards on the processing of special categories of personal data, of which health data is one. As a rule, processing is permitted only if you have consented to the processing in accordance with Art. 9 2) a) GDPR, or if this is a case of one of the other situations defined by law, Art. 9 (2) b) – j) GDPR.

   a) Processing of your special categories of personal data
   In many cases, in order to review the benefit entitlement, we require personal data belonging to a special category (sensitive data). This includes health data, for example. If, in connection with a specific insured event, you provide us with such data together with a request to review and process the claim, you are explicitly permitting us to process your sensitive data necessary in order to process the insured event. We will again remind you specifically of this fact in the claim form.

   You may withdraw your consent at any time, with future effect. However, we explicitly inform you that it may in that case no longer be possible to review our indemnity obligation in connection with the insured event. If the review of the claim is already concluded, there may be statutory retention obligations that mean the data cannot be erased.

   We may also process your sensitive data if this is necessary to protect your vital interests, and if you are physically or legally incapable of giving consent, Art. 9 (2) c) GDPR. This may be the case if you suffer a serious accident while travelling, for example.

   In the case of multiple insurance policies, if another insurer seeks recourse from us or if we seek recourse from another insurer, we may process your sensitive data in order to assert and defend the statutory claim for settlement, Art. 9 (2) f) GDPR.

   b) Requesting health data from third parties for review of the indemnity obligation
   In order to review our indemnity obligation, it may be necessary for us to review information about the state of your health, as provided by you for the substantiation of claims, or which is contained in the documents submitted (e.g. invoices, prescriptions, medical reports) or statements, such as from a doctor or other member of the healthcare profession.

   For this purpose, we will require your consent, including a confidentiality waiver covering us and all agencies subject to a duty of confidentiality, and which are required to provide information for review of the indemnity obligation.

   We will notify you in each specific case about what persons or institutions require information for what purpose. You may then decide in each case whether you consent to us collecting and using your health information, and whether to release the named persons or institutions and their duty of non-disclosure, and if you agree to the communication of your health data to us, or if you want to personally provide the necessary documentation.

III To what recipients will we communicate your data?

Recipients of your personal data may include: selected external service providers (e.g. assistance service providers, benefit processors, transport service providers, technical service providers, etc.), other insurers (e.g. in the case of multiple insurance coverage).

We also insure some of the risks that we cover with specialist insurance companies (re-insurers). To this end, it may be necessary to send your contract and, where relevant, your claims information to a re-insurer, to enable it to form its own opinion of the risk or the insured event.

If you join a group insurance contract as an insured person, (e.g. when acquiring a credit card), we may disclose your personal data to the policyholder (a bank for example), if it has a legitimate interest in knowing this information.

In addition, we may also communicate your personal data to other recipients, such as public authorities for the fulfilment of statutory duties of notification (e.g. finance authorities or criminal investigation agencies).

The forwarding of data is a form of data processing, and is likewise performed within the framework of the principles set out in Art. 6 (1) and Art. 9 (2) GDPR.

IV How long will we retain your data?

We will retain your data for the period during which claims may be made against our company (statutory limitation period of 3 to 30 years). We will also retain your data if we are under a legal obligation to do so, e.g. according to the provisions of the German Commercial Code, the German Fiscal Code or the German Money Laundering Act. The relevant retention periods range up to ten years.

V Where will your data be processed?

If we should transfer your data to service providers located outside of the European Economic Area (EEA), the transfer within the Allianz Group will be performed on the basis of "Binding Corporate Rules", which have been approved by the data protection authorities. These form part of the "Allianz Privacy Standard". These Corporate Rules are binding on all companies within the Allianz Group, and they ensure an appropriate level of protection for personal data. The "Allianz Privacy Standard" and the list of Allianz Group companies bound by this standard, can be viewed here: https://www.allianz-partners.com/allianz-partners---binding-corporate-rules-.html.

In those cases in which the "Allianz Privacy Standard" does not apply, the transfer of data to third countries will take place in accordance with Art. 44 – 50 GDPR.

VI What are your rights?

You have the right to be informed about all of the information retained by us, and to demand that incorrect data be rectified. Under certain conditions, you also have the right to the erasure of data, the right to object to processing, the right to the restriction of processing and the right to data portability.

Right of objection
You may object to the processing of your data for direct marketing purposes. If we process your data in order to protect legitimate interests, you may object to this processing for reasons pertaining to your particular situation.

If you have any objections concerning the handling of your data, you may contact the aforementioned Data Protection Officer in this connection. You are also entitled to lodge an objection with a data protection supervisory authority

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.

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

General Provisions

VB AB 20 MEX

Terms and Conditions of Insurance apply to all MAWISTA Expatcare 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 exceed 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. Notwithstanding this insurance cover is provided from commencement of insurance in case of an accident
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 on commencement of the insurance contract and is payable each month in advance. The payment of the premium can be made by using one of the available payment methods (e.g. SEPA direct debit or credit card).
   If the first 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. If the insurer has been authorized to debit the premium from the selected payment method, the payment shall be deemed to have been made, if there is sufficient cover on the stated payment method at the time of debiting.
4. If a contract is valid for a term of longer than one month, the renewal premium is payable on the 1st day of the new month respectively.
   If the insurer has been authorized to debit the premium from the selected payment method, the payment shall be deemed to have been made, if there is sufficient cover on the stated payment method at the time of debiting.
   If the renewal premium is not paid, the insurer may set a period for payment of at least two weeks in text form. If an insured event occurs after the expiry of the period and the insured person is still in arrears with the payment of the renewal premium, the insurer is exempted from its duty to indemnify. The insurer may terminate the contract instantly if the insured person is still in arrears with payment after the expiry of the period. If payment is made with-in one month after termination or after the expiry of the period set for payment, the effect of the termination ceases to apply and the contract enters into force again. However, no insurance cover is provided for insured events occurring after the expiry of the period set for payment.

§ 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

VB K-PRE 20 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. 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. The costs of outpatient preventative medical check-ups are insured within the limits described in the tariff table for the Premium tariff.

§ 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 Premium tariff 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 Premium tariff pursuant to the tariff table.
   f) Dental prostheses and – for insured persons up to the age of 18 – orthodontic treatment within the Premium tariff 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 three months. The special waiting period for childbirth is eight months.
   h) Aids required as a result of an accident (costs of hire or purchase) up to the amount applicable for the Premium tariff pursuant to the tariff table.
   i) Visual aids after eight months' waiting period from the commencement of insurance, up to the amount applicable for the Premium tariff pursuant to the tariff table.
   j) Medically prescribed treatment (e.g. massages, fango or lymph drainage treatments) up to the amount applicable for the Premium tariff 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 Premium tariff within the limits of the tariff pursuant to the tariff table.
   m) psycho-therapeutic treatment within the limits of the Premium tariff 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 reconvalescents. 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 Premium tariff 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 reconvalescents, 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 of twelve weeks.

§ 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. Nutriments and tonics.
4. Orthodontic treatment, dental treatment other than pain-killing treatment, repairs to dentures and provisional measures. Notwithstanding this, coverage is provided within the scope described in § 2 No. 1 f) VB K-PRE 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) und i) VB K-PRE 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 three months after the commencement of insurance (waiting period). The special waiting period for childbirth is eight months. 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 within the limits defined for the Premium tariff for psychotherapeutic treatment and inpatient crisis intervention described in § 2 No. 1 m) and n) VB K-PRE 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 Premium tariff (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 Premium tariff 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-PRE 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 for the relevant area of validity.

Medical Assistance

VB MAS-PRE 20 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, or 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-PRE 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 Classic	MAWISTA Expatcare Comfort	MAWISTA Expatcare Premium
Health Insurance			
§ 2, No. 1 Amount of costs reimbursed for …			
Outpatient treatment incl. medication, bandages and dressings	unrestricted	unrestricted	unrestricted
Inpatient treatment	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		free choice of hospital, accommodated, if possible, as private patient in two-bed room, costs will be reimbursed up to the customary local amount
Medically necessary patient transportation to a hospital as well as to nearest accessible physician for first-aid treatment following an accident	unrestricted	unrestricted	unrestricted
Pain-killing dental treatment (fillings with simple finish) per insurance year	max. € 500	max. € 1,000	max. € 2,500
Repairs to dentures / temporary work per insurance year	max. € 250	max. € 250	max. € 250
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)	not insured	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	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
Aids required as a result of an accident (hire charge or purchase) per insurance year	max. € 250	max. € 1,000	max. € 2,000
Visual aids (after the expiry of a waiting period of 8 months)	not insured	max. € 50 per insurance year	max. € 300 every 3 years
Treatment (e.g. massages, fango and lymph drainage treatment) per insurance year	100 %, up to 8 treatments	100 %, up to 10 treatments	100 %, up to 12 treatments; in the case of pregnancy, one-off total of € 50 for preparatory and postnatal exercise classes
Medically necessary rehabilitation measures, prescribed by a physician as curative treatment	unrestricted	unrestricted	unrestricted
Medical check-ups pursuant to legally introduced programmes	not insured	outpatient medical check-ups for early detection of cancer	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)
psychotherapy per insurance year	not insured	80 % of the invoiced amount, up to 6 sessions	80 % of the invoiced amount, up to 12 sessions
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. 6 weeks	max. 8 weeks	max. 12 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 3 or 8 months respectively)	unrestricted, inpatient treatment in accordance with Classic tariff	unrestricted, inpatient treatment in accordance with Comfort tariff	unrestricted, inpatient treatment in accordance with Premium tariff
§ 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	at an unlimited amount if medically advisable and justifiable	at an unlimited amount if medically advisable and justifiable, also if hospital treatment lasts longer than 14 days on request by the insured person
§ 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
Medical Assistance			
§ 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 specifications for the Premium tariff in this tariff table. Please therefore note the imprinted Terms and Conditions of Insurance.			

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