

# Insurance Cover for stays abroad

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

Product: MAWISTA Student  
Comfort

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 Student Comfort is a comprehensive Insurance and includes the following benefits: Health Insurance, Emergency Call Insurance, Accident Insurance and Liability Insurance.



## What is insured?

### Health Insurance and Emergency Call Insurance

#### Which events are insured?

- ✓ Illness or accident
- ✓ Pregnancy and childbirth

#### 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 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 required as a result of an accident (after the expiry of a waiting period of three months)
- ✓ Costs for vaccinations

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

Deductible: 10% per insured benefit for outpatient treatment and for dental treatment, max. € 250 per calendar year; for stays outside of Germany: 20% of the costs if a medically justifiable patient return transport to Germany is refused

### Accident Insurance

- ✓ Pays compensation if an insured accident occurring during the trip leads to permanent disability or death of the insured person:

Sums insured: € 10,000 in the event of death, up to € 40,000 in the event of disability, up to € 140,000 in the event of total disability and up to € 5,000 for the costs of search, rescue and recovery measures after an accident

### Liability Insurance

- ✓ Provides insurance cover if third parties assert claims for damages based on a damaging event that occurred during your travel.

Sums insured: € 1,000,000 per person in case of personal injury and damage to property, € 250,000 for damage to rented property € 2,000 for the loss of a third-party's private residence keys

Deductible: for the loss of a third-party's private residence keys € 100 per damage event



## What is not insured?

### Health Insurance and Emergency Call Insurance

- 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 Psychoanalytical and psychotherapeutic treatment and hypnosis
- x Prophylactic examinations and check-ups

### Accident Insurance

- x Accidents caused by mental disorders or impairments of consciousness, strokes, epileptic fits or cramps; this also applies if the condition is due to the influence of alcohol or drugs

### Liability Insurance

- x Liability claims among and between insured persons travelling together
- x Loss or damage caused by the use of a motor vehicle, aircraft or motor-driven watercraft
- x Consequential damages as a result of the loss of keys (e.g. burglary) and liabilities ensuing from the loss of keys to movable property (incl. safe keys, keys to items of furniture).



## Are there any restrictions on cover?

### Health Insurance and Emergency Call Insurance

- ! Pain-killing dental treatment: up to € 1,000
- ! Medically prescribed treatment (e.g. massages, fango or lymph drainage treatments): up to eight (medical) applications
- ! Aids required as a result of an accident: up to € 1,000
- ! Dental prostheses: up to 60 % of the total costs incurred, but no more than € 1,000 (after an eight-month waiting period from the start of insurance coverage)
- ! Visual aids due to an accident: up to € 100 (after a three-month waiting period from the start of insurance coverage)
- ! Repatriation costs: up to € 25,000
- ! Vaccinations: up to € 250 throughout the entire term of the contract
- ! Reimbursement of medical / dental outpatient treatment within Germany up to the 3.5 fold rate of the Scale of Fees and Charges for Physicians in Germany (GOÄ) or of the Scale of Fees and Charges for Dentists in Germany (GOZ)

### Accident Insurance

- ! If illness or ailments have contributed by at least 25 % to an impairment of health caused by the accident, the benefits payable will be reduced.



## Where am I covered?

- ✓ Insurance cover is valid for insured persons with Germany as home country for the temporary stay outside Germany.
- ✓ Insurance cover is valid for insured persons with home country outside Germany for the temporary stays within Germany and the rest of the EU, as well as in Switzerland, Liechtenstein, Norway, United Kingdom and Iceland.
- ✓ In case the insured stay abroad is interrupted, the tariff Comfort provides insurance cover for insured persons with Germany as home country also in Germany for a period of up to 6 weeks 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.
- You are obliged to inform us immediately of any changes in your personal circumstances that are contractually relevant.

### Health Insurance and Emergency Call Insurance

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

### Accident Insurance

- Release the physician giving treatment or carrying out examinations from their professional confidentiality obligation.
- For asserting a claim for reimbursement due to permanent invalidity, specific periods of time apply.

### Liability Insurance

- If a claim has been asserted against you, you must notify us thereof within one week. If the liability claim is taken to a court of law, you shall allow us to conduct the proceedings and grant the legal counsel full power of attorney.



## 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 ends automatically upon your 40th birthday, without any cancellation being required. The insurance contract can be agreed for full months in each case and for a maximum term of 60 months.



## How do I cancel the contract?

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

## OVERVIEW OF BENEFITS

### MAWISTA Student – Tariff Comfort

- Health Insurance

**Deductible:** 10% per insured benefit for outpatient treatment and dental treatment, maximum € 250 per calendar year

- Emergency Call Insurance

- Accident Insurance

**Sums insured:** up to € 140,000 per person in the event of disability, € 10,000 in the event of death

- Liability Insurance

**Sums insured:** € 1,000,000 per person in case of personal injury and damage to property, € 250,000 for damage to rented property, € 2,000 for the loss of a third-party's private residence keys

**Deductible:** in the case of loss of residence keys € 100 per damage event

## HOW TO CONTACT US

### 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

<https://www.mawista.com/en/service/file-a-claim/>

alternatively by post to our MAWISTA Claims Department (see address on the right)

## 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, Emergency Call Insurance)

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.

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

Please note down 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 case. Notify AWP and submit these documents and this information to it with your notice of damage.

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## DEFINITIONS AND NOTES

**Area of application:** see § 2 VB AB-COM 22 MST

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

**Insurable persons:** see § 1 No. 1 VB AB-COM 22 MST

**Guidelines on taking out insurance:** The policy can be purchased at any time, effective on the first day of any month. Insurance cover commences at the time specified in the insurance policy, but not before applying for insurance, not before crossing the border and not before the expiry of any waiting periods.

**Insurer:** We, AWP P&C S.A., Branch Office Germany are your insurer. Our main business activity is the insurance of goods and services, including travel insurance.

**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 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

**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, CONTRACTUAL LANGUAGE, AND WITHDRAWAL

## How you can lodge a complaint

It is our aim to offer you first-class services. Engaging with your concerns is equally important to us. If, at any time, you are not completely satisfied with our products or our service, please do not hesitate to inform us.

You can use any means of communication to inform us of your complaints concerning contractual or claims-related issues:

by telephone at +49 89 624 24-460,  
by email at [beschwerde-reise@allianz.com](mailto:beschwerde-reise@allianz.com) or  
by letter addressed to

AWP P&C S.A., Beschwerdemanagement,  
Bahnhofstraße 16, D – 85609 Aschheim (near Munich).  
Further details about our complaints handling process is available at [www.allianz-reiseversicherung.de/beschwerde](http://www.allianz-reiseversicherung.de/beschwerde).  
We will not participate in dispute settlement proceedings before a consumer arbitration board.

For complaints about any insurance line, you can also contact the competent supervisory authority:

German Federal Financial Supervisory Authority (BaFin),  
Graurheindorfer Strasse 108, D – 53117 Bonn, Germany  
([www.bafin.de](http://www.bafin.de)).

Please note that this does not affect your right to take legal action.

## Applicable law

The contractual relationship is governed by German law, unless this is precluded by international law. Lawsuits arising from the insurance agreement may be raised by the policyholder and the insured person before the court which holds jurisdiction over the location in which the company or its branch office has its registered address. If the policyholder or the insured person is a natural person, lawsuits may also be raised before the court which holds jurisdiction over the location in which the policyholder or the insured person is domiciled at the time the action is filed or, if he / she has no domicile, over the location in which he / she has his / her habitual residence.

## Contractual Language

We will conduct our correspondence with you in German. As an offer, we provide some of our documents and website information in English. However, these are for information purposes only, the respective German version remains legally binding.

## INSTRUCTION REGARDING REVOCATION

### Part 1: Right of Revocation for Contracts With a Term of One Month Or More, Consequences of Revocation and Special Notices

#### Right of Revocation

You may revoke this contractual agreement within 14 days in text form (e.g. letter, fax, email) without having to state any reason. The revocation period shall begin at such time as you receive the following documents in text form:

- the insurance policy,
- the terms of contract, including the general terms and conditions of insurance, these in turn including the tariff regulations,
- this Instruction Regarding Revocation,
- the Insurance Product Information Document,
- and the further information listed hereafter in part 2.

Timely dispatch of the revocation shall suffice for compliance with the time limit. The revocation notice should be addressed to:

AWP P&C S.A., Branch Office Germany  
Bahnhofstraße 16  
D – 85609 Aschheim (near Munich)  
Fax +49.89.6 24 24-244  
Email: [info@mawista.com](mailto:info@mawista.com)

#### Legal consequences of revocation

If you have effectively exercised your right of revocation, the insurance cover shall end. In this case the following applies: If you agreed that the insurance cover commences prior to the end of the revocation period, we shall reimburse you for that part of the insurance premiums attributable to the time after your revocation notice was received. We will be entitled to retain the portion of the premium which corresponds to the period of time up to the receipt of the revocation notice. It will be calculated on a pro rata basis per day, based on the amount of the insurance premium shown in the insurance policy for the entire insured period. The duty to reimburse shall be fulfilled without undue delay, at the latest 30 days after receipt of the revocation. If the insurance cover did not commence prior to the end of the revocation period, the effect of a revocation notice will be that any benefits received must be reimbursed and any advantage derived therefrom (e.g. interest) must be handed over.

#### Special Notices

Your right of revocation shall cease to apply if the contract has been wholly fulfilled by both sides at your explicit request before you have exercised your right of revocation.

### Part 2: List of further information required for the commencement of the time limit.

With regard to the „further information“ mentioned in part 1 sentence 2, the information obligations are listed in detail below:

We must provide you with the following information:

1. Our identity and that of the branch, if any, through which the contract is to be concluded. Furthermore, the commercial register with which the legal entity is registered and the corresponding register number have to be specified.

2. Our address for service and any other address relevant to the business relationship between us and you. In the case of legal persons, associations of persons or groups of persons, the name of a person authorised to represent them must also be stated. If this communication is made by means of the transmission of the contractual provisions, including the general terms and conditions of insurance, the information must be in a prominent and clearly designed form.
3. Our main business activity
4. The essential characteristics of the insurance benefit, in particular information on the type, scope and due date of our benefit
5. The total price of the insurance, including taxes, and other price components. If the insurance relationship is to comprise several independent insurance contracts, the insurance premiums must be quoted separately. If an exact price cannot be stated, we must provide information on the basis of the calculation of the premium to enable you to verify the price.
6. Details regarding payment and performance, in particular as to the payment of the insurance premium
7. Details of how the contract will come into existence, in particular the commencement date of the insurance and the insurance cover, as well as the duration of the period during which you, as the applicant, are to be bound by the application
8. The existence or non-existence of a right of revocation as well as the conditions, details of the exercise, in particular the name and address of the person to whom the revocation is to be declared, and the legal consequences of the revocation, including information on the amount you may have to pay in the event of revocation. If this communication is made by means of the transmission of the contractual provisions, including the general terms and conditions of insurance, the information must be in a prominent and clearly designed form.
9. Information on the duration of the contract
10. Information on the termination of the contract, in particular on the contractual termination conditions. If this communication is made by means of the transmission of the contractual provisions, including the general terms and conditions of insurance, the information must be in a prominent and clearly designed form.
11. The Member States of the European Union whose law we use as a basis for establishing relations with you prior to the conclusion of the insurance contract
12. The law applicable to the contract, a contractual clause on the law applicable to the contract or on the court of competent jurisdiction
13. The languages in which the terms and conditions of the contract and the preliminary information listed in this Part 2 will be communicated and the languages in which, with your consent, we will communicate with you during the term of this contract
14. A possible access for you to an out-of-court complaint and redress procedure and, where applicable, the conditions for such access. It shall be expressly stated that this does not affect the possibility for you to take legal action.
15. The name and address of the competent supervisory authority and the possibility of lodging a complaint with this supervisory authority

End of Instruction Regarding Revocation

# DATA PROTECTION POLICY

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](mailto: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.

In accordance with Article 6 (1) f) GDPR, we may also use available information from contractual relationships that have been active in the last three years to decide on the acceptance of an application.

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.

# INFORMATION FOR CONTRACTS IN ELECTRONIC COMMERCE

If you have arranged your insurance contract electronically (e.g. via an online portal), the following information applies:

## I Can entries that have been made be changed before the insurance is concluded?

If you are unsure whether you have entered correct information everywhere, you can check and change your details at any time before concluding the insurance. You can also use the "Zurück" button to edit previous steps.

## II Which technical step leads to the conclusion of the contract?

We will guide you step by step to the online conclusion. On the page "Ihre Zahlungsdaten" you will see a summary of your details in the right-hand column. Please check that all data is correct. The insurance policy itself is only arranged when you click on the button "Jetzt beitragspflichtig abschließen" or "Sie bezahlen XX,XX EUR". With this you conclude a binding contract with us and the data is transmitted to us.

## III Will your contract data and the text of the contract be stored after the conclusion of the contract?

The contract data you entered and the text of the contract will be stored by us. You will receive the insurance certificate with the essential elements of the contract by e-mail after the insurance has been arranged.

## IV Which languages are available?

This offer is only available in German.

# TERMS AND CONDITIONS OF AWP P&C S.A., GERMANY BRANCH

## General Provisions

### VB AB-COM 22 MST

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

The Terms and Conditions (VB) printed below apply to the respective insurance. Insurance cover is provided if you have contractually agreed the insurance concerned.

#### § 1 Who is eligible for insurance cover?

- Persons up to their 40th birthday are eligible for insurance, if they belong to one of the following groups:
  - Persons residing in Germany who are in possession of a residence permit for educational purposes, and the accompanying members of their family.
  - Persons in possession of another type of temporary residence permit for Germany.
  - Residents of Germany who are travelling abroad as language pupils, students, scholarship holders, candidates for a doctor's degree, guest researchers, practical trainees, or who are participating in „work- & travel“-programs as well as accompanying members of his or her family.
- Insurance cover applies to the person specifically named in the insurance policy documentation for their temporary period of residence in accordance with the agreed area of application.

#### § 2 What area of application does the insurance apply to?

Insurance cover is valid for insured persons

- with Germany as home country for the temporary stay outside Germany. There is no insurance coverage for stays in Germany. In case the insured stay abroad is interrupted, the tariff Comfort provides insurance cover also in Germany for a period of up to 6 weeks per insurance year.
- with temporary resident status in Germany, for the temporary stay in Germany, in addition to periods that count as holiday or for training purposes in the EU as well as in Switzerland, Liechtenstein, Norway, United Kingdom and Iceland. There is no insurance cover outside the above-stated countries.

#### § 3 When does the insurance begin 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. The insurance year begins on the date of commencement of the insurance relationship specified in the insurance policy.
- Insurance cover ends at the agreed time, at the latest at the end of the insured stay in the agreed area of application.
- Insurance cover can be extended for up to 60 months (= maximum tariff-based term of insurance) upon application before the expiry of the original term of contract insofar as the temporary period of residency continues and the insurance policyholder is willing and able to pay the premiums applicable at the time of the extension of cover. If the maximum tariff-based term of insurance of 60 months has been completed, a new contract can be applied for if the requirements stipulated in No. 4 below are met.
- For persons with temporary resident status in Germany, a maximum term of 60 months (= statutory limit of 60 months) may not be exceeded, taking into account any similar insurance policies with other insurers.
- The insurance ends automatically upon the 40th birthday without the need for cancellation.

#### § 4 What term of validity does the contract have, when is the premium payable and what applies when you reach a certain age?

- The insurance contract can be agreed for full months in each case and for a maximum term of 60 months.
- The insured person can give notice of termination of the insurance contract daily to the end of the month.
- 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.

- 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.

- As soon as the insured person has turned 5 or 18 or 30 years old, the premium for the next higher age group must be paid from the month following the birthday month.

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

No insurance cover is provided in the following cases:

- 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 14 days after the issuance 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.
- 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 14 days after the beginning 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 in case of stays in countries in whose territory war or civil war is already ongoing or where such an outbreak was foreseeable. Damage or loss through active participation in war, civil war or events similar to war are not covered by the insurance.
- Damage or losses intentionally caused by the insured person.
- No insurance cover exists if
  - there are economic, trading or financial sanctions or embargoes declared by the European Union or the Federal Republic of Germany and
  - these are directly applicable against you or us, or which prevent the provision of insurance cover.

This also applies for economic, trading or financial sanctions or embargoes imposed by the United States of America, insofar as these do not violate European or German legal regulations.

#### § 6 Duties and obligations in the event of a claim

The insured person is obliged to:

- Minimise the loss as far as possible and avoid unnecessary costs.
- Report the loss to the insurer without delay.
- Describe the damaging event and the extent of damage 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.

- Inform the insurer immediately of any changes in your personal circumstances that are relevant to the contract (e.g. end of studies, taking up employment, etc.).

#### § 7 When does the insured person forfeit claims to insurance benefits due to a breach of duties and the statute of limitations?

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

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

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

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

- 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.
- The insured person is obliged to confirm the assignment of claims to this extent in writing upon request by the insurer.
- Any duties to indemnify arising under other insurance contracts and other social insurance institutions will have precedence over those of the insurer. The insurer will be deemed to have made advance payment, if the original bills are first presented to the insurer for payment.

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

- Notices and declarations of intent from the insured person and the insurer are required to be in text form (e.g. letter, fax or e-mail).
- Insurance agents are authorised to accept such documents and forward them 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?

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

## Terms and Conditions of the Health Insurance

### VB K-COM 22 MST

#### § 1 What is insured?

- The insurance covers the costs of:
  - Medical treatment
  - Patient repatriation transportation
  - Repatriation of mortal remains in case of death in the event of acute illnesses and accidental injuries occurring in the agreed area of application within the insured period.
- Insurance cover is provided in the agreed area of application 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, 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.

3. Flat-rate expense allowance in case of hospitalisation: If the costs are paid by a third party in case of medically necessary treatment as an inpatient in the agreed area of application, the insurer will pay a maximum flat-rate expense allowance of € 30 per day for a maximum period of 45 days from the commencement of inpatient treatment (for telephone, TV, additional meal allowance for visitors etc.).

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

1. The insurer reimburses expenditures for all medically necessary medical treatment in the agreed area of application, 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 treatment required for the newborn child in the agreed area of application will also be covered up to € 100,000 (notwithstanding § 1 VB AB-COM 22 MST).

The following applies for inpatient medical treatment and childbirth in Germany: General hospital costs (multi-bed room) are reimbursed according to the Federal Nursing Care Tariff Ordinance and the Hospital Remuneration Act; expenses for optional services (private medical treatment) are not covered by the insurance.
  - d) Patient transportation deemed medically necessary for inpatient treatment at the nearest and appropriate hospital in the agreed area of application and back to the insured person's accommodation.
  - e) Pain-killing dental treatment and repairs of dentures and provisional measures up to € 1,000 per insurance year.
  - f) Dental prostheses (after an eight-month waiting period from the start of insurance coverage) up to 60% of the total costs incurred, but no more than € 1,000 per insurance year.
  - g) The medical care and treatment of pregnancies which occurred after the commencement of insurance.
  - h) Aids required as a result of an accident up to € 1,000 per insurance year.
  - i) Visual aids due to an accident (after a three-month waiting period from the start of insurance coverage) up to € 100 per insurance year.
  - j) Vaccinations which have been recommended by the German Standing Vaccination Committee (STIKO) of the Robert-Koch-Institute, up to a maximum of € 250 for all vaccinations throughout the entire term of the contract.
  - k) Medically prescribed treatment (e.g. massages, fango or lymph drainage treatments) up to eight (medical) applications in total per insurance year, even then if multiple (medical) applications are carried out within one treatment.
  - l) Medically necessary rehabilitation measures as subsequent medical treatment prescribed by a physician.
  - m) 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.
2. Costs of medically necessary treatment up to the so-called threshold values of the valid German Scale of Fees and Charges for Physicians (GOÄ) and Scale of Fees and Charges for Dentists (GOZ), up to a maximum of 3.5 times the rate.

3. The insurer reimburses the costs in accordance with the conditions for a duration of up to eight weeks after the agreed term of application of the insurance contract until the date when the insured person can be transported at the latest, if patient repatriation was not advised for medical reasons during the term of the contract.

## § 3 What costs does the insurer reimburse in case of patient repatriation transportation and repatriation of mortal remains?

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 place of residence of the insured person in his or her home country.

In addition, 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 his or her home country 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 in his or her home country or, alternatively, the actual costs of a local funeral up to the costs of repatriation at the maximum.

## § 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 application 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 application 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. Nutritions and tonics.
4. Orthodontic treatment, dental treatment other than pain-killing treatment, repairs to dentures and provisional measures. Notwithstanding this, coverage is provided for dental prostheses of up to 60% of the total costs incurred but no more than € 1,000 per insurance year after an eight-month waiting period from the start of insurance coverage.
5. Medical treatment (e.g. massages, fango or lymph drainage treatments) which exceed eight treatments per insurance year.
6. The purchase of prostheses and other medical aids; notwithstanding this, insurance cover is provided up to € 1,000 per year for aids required as a result of an accident. Notwithstanding this, coverage is provided for visual aids due to accidents (after a three-month waiting period from the start of insurance coverage) up to € 100 per insurance year.
7. Treatment of alcoholism, drug addiction and other addictions as well as the consequences thereof.
8. Treatment of pregnancies which occurred before the commencement of insurance.
9. Treatment or accommodation caused by infirmity, need of nursing care or detention.
10. Psychoanalytical and psychotherapeutic treatment and hypnosis
11. For 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. The reimbursement may be reduced to the customary rates in the country.
12. Patient repatriation transport caused by one of the reasons mentioned under no. 1, 2, 7 and 9.
13. Prophylactic examinations and check-ups, check-ups of children and young people, dental check-ups and dental prophylaxis as well as any charges and fees for medical certificates, reports on diagnostic findings and doctor'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 his or her home country, assuming the insured person is fit to be transported and provided that the requirements under § 3 No. 1 VB K-COM 22 MST have been met, if the Assistance authorises the return journey in view of the nature of the illness and the treatment required. If, according to the prognosis of the attending physician, the need for treatment outside Germany is expected to last longer than 30 days, the insured person shall bear a personal contribution of 20% of the costs incurred if a patient return transport is refused, although it is possible and medically reasonable and justifiable. § 6 does not apply in this case.
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 pays a deductible of 10% per insured benefit for outpatient treatment and dental treatment. The deductible is limited to a total of € 250 per calendar year.

## Terms and Conditions of the Emergency Call Insurance VB N 22 MST

**N.B.:** The Assistance is entrusted with the provision of services under the Emergency Call Insurance.

## § 1 What services does the insurer provide?

1. The insurer provides assistance and support to the insured person during his or her stay in the agreed area of application in the emergencies named below and pays the costs incurred up to the limits specified in each case. The insurer reserves the right to check cover. Services provided by the Assistance and declarations on its part to meet costs as well as any orders placed with service providers do not include any acknowledgement of the insurer's duty to indemnify under the insurance contract vis-à-vis the insured person as a basic principle.
2. The insurer has entrusted the Assistance with the provision of services named below for the insured person as a 24-hour service.
3. The insured person must contact the Assistance without delay to claim the services in an emergency.
4. Insofar as the insured person cannot claim the reimbursement of amounts paid out from the insurer or from another payer, the insured person must repay the amounts to the insurer within one month of invoicing.

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

1. Outpatient treatment  
The Assistance provides information on the possibilities of medical care and names a physician who speaks German or English as far as possible. However, the Assistance does not contact the physician.
2. Inpatient treatment  
In case of inpatient treatment of the insured person at a hospital, the Assistance provides the following services:
  - a) Support  
If required, the Assistance establishes contact through its contract physician to the respective family physician of the insured person and to the hospital physicians providing treatment. It ensures that information is passed between the physicians involved. Upon request, the Assistance informs relatives of the insured person.

b) Patient visits

In case of the inpatient treatment of the insured person, the Assistance organises the travel for one person close to the insured person to the hospital where the insured person is staying and back to his or her place of residence in his or her home country. The insurer pays the costs of transport in case of a life-threatening illness of the insured person or if inpatient treatment lasts for longer than 14 days.

c) Declaration to meet costs

In case of inpatient hospital treatment, the insurer will give the insured person a declaration that it will meet the costs up to an amount of € 15,000. This declaration does not involve any recognition that the insurer has a duty to indemnify. The insurer assumes settlement with the payer responsible in the name of the insured person.

3. Patient repatriation transportation

As soon as medically advisable and appropriate, or if the duration of the hospital stay is expected to exceed 14 days in the opinion of the physician giving treatment, 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 Does the Assistance procure the necessary medications for the insured person?**

In concert with the family physician of the insured person, the Assistance takes care of procuring medically prescribed medication and sending it to the insured person, if this is possible. The insured person must reimburse the costs of the medication to the Assistance within one month.

**§ 4 What services does the Assistance provide in case of the death of the insured person?**

If the insured person dies during his or her stay in the agreed area of application, the Assistance will organise a funeral in the agreed area of application or the repatriation the deceased person's mortal remains to the place of the funeral in his or her home country as requested by the deceased person's relatives.

**Terms & Conditions of the Accident Insurance**  
VB U 22 MST

**§ 1 What is insured? What is an accident?**

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

**§ 2 Under which circumstances does insurance cover not apply?**

The following is not included in the insurance cover:

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

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

Should the accident lead to the death of the insured person within one year, the insurer will pay € 10,000 to the heirs.

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

Should the accident result in the permanent impairment of the insured person's physical or mental abilities (disability), the insured person is entitled to claim benefits from the sum insured for disability (taking into account the progression pursuant to No. 2 e)) to a maximum amount of € 140,000.

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

|                         |      |
|-------------------------|------|
| an arm                  | 70 % |
| a hand                  | 55 % |
| a thumb                 | 20 % |
| a finger                | 10 % |
| a leg                   | 70 % |
| a foot                  | 40 % |
| a toe                   | 5 %  |
| an eye                  | 50 % |
| hearing in one ear      | 30 % |
| sense of smell or taste | 10 % |

b) In case of partial loss or functional impairment of one of these parts of the body or sensory organs, the appropriate proportion will be determined on the basis of the respective percentage as specified under a) above.

c) Should the accident affect parts of the body or sensory organs, the loss or functional incapacity of which is not specified under a) or b) above, the degree of disability will be measured by the extent to which the insured person's normal physical or mental capacity is impaired from a purely medical perspective.

d) Should the accident result in the impairment of several physical or mental functions, the degrees of disability specified under 2 a) to c) will be added together. Such addition will, however, not total more than 100% disability.

e) The disability payment under No. 2 a) shall be expanded as follows:

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

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

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

**§ 5 What limitations on benefits are to be noted?**

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

**§ 6 What other benefits does the insurer provide after an accident?**

- Rescue costs
 

The costs of search, rescue and recovery measures are 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.
- Health spa allowance
 

After an accident-related hospital stay of at least 21 days, the insurer pays for medically necessary health spa or rehabilitation measures, which are connected to the accident event and documented by a certificate from a specialist. The health spa or rehabilitation measure must be started within six months of completion of hospital treatment and last for no less than 21 days and no more than 28 days.

The insurance covers the costs of medical treatment, medicine and remedies (such as baths, massages, and physiotherapy) as well as expenditures for spa tax, accommodations, and meals up to a maximum of € 1,500.

The insurer reimburses any remaining costs after prior payment by a statutory or private payor or service provider up to a maximum of € 1,500 per insured person. Costs are only reimbursed once for each accident.

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

The insured person is obliged to do the following:

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

**§ 8 When does the insurer pay permanent disability benefits?**

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

**Terms and Conditions of the Liability Insurance**  
VB H-COM 22 MST

**§ 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 during his or her stay in the area of application due to 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. The following applies in the event of loss of third-party private residence keys (lost keys risk): The cover includes statutory liability of the insured person for the loss of private residence keys belonging to a third party which were lawfully in the safekeeping of the insured person. The insurance cover includes costs incurred for any necessary replacement of locks and locking systems as well as any necessary interim security measures (emergency lock). The sums insured contained in the insurance policy or in the overview of benefits constitute the maximum level of benefits provided

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

1. The insurer examines liability claims with 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 Overview of Benefits are the maximum limit of benefits payable by the insurer per insured event; they also constitute the aggregate maximum indemnity paid for all insured events in an insurance year.

## § 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 and insured persons and their relatives (including life partners);
  - c) due to transmission of illness by the insured person;
  - d) due to damage caused by occupational 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 the stay in the agreed area of application, 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.

- The insurance also covers the loss of third-party private residence keys (lost keys risk) in accordance with § 1 no. 2. However, consequential damages that occur as a result of the loss of keys (e.g. burglary) and liabilities ensuing from the loss of keys to movable property (including safe keys, keys to items of furniture) are not insured.
- 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.
  - d) as the owner or keeper of animals;
  - e) for hazards directly related to the deliberate and illegal commission of a punishable offence.

## § 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 text form (e.g. letter, fax, e-mail) 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 filed.
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 court, 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 must 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 person that it deems suitable to settle or ward off a claim.

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

In the case of loss of residence keys the insured person pays a deductible of € 100 per damage event.

# MAWISTA STUDENT – INSURANCE BENEFITS AT A GLANCE / TARIFF TABLE

| Tariff Table  | MAWISTA Student Classic *  | MAWISTA Student Classic * Plus   | MAWISTA Student Comfort *  |
|---|--|--|--|
| <b>General Provisions</b>   |  |  |  |
| § 2 No. 1 Insurance cover for Germans in Germany if the stay abroad is interrupted.   | not insured  | not insured  | up to 6 weeks per insurance year   |
| <b>Health Insurance</b>   |  |  |  |
| § 2 No. 1 Amount of costs reimbursed for ...  |  |  |  |
| • Outpatient treatment  | unrestricted*  | unrestricted*  | unrestricted*  |
| • Medical treatment and medication  | unrestricted*  | unrestricted*  | unrestricted*  |
| • Inpatient treatment   | unrestricted   | unrestricted   | unrestricted   |
| • Medical treatment of a newborn baby if born prematurely   | max. € 100,000   | max. € 100,000   | max. € 100,000   |
| • Medically necessary patient transportation to a hospital  | unrestricted   | unrestricted   | unrestricted   |
| • Pain-killing dental treatment per insurance year  | max. € 500   | max. € 500   | max. € 1,000   |
| • Dentures per insurance year   | not insured  | not insured  | 60% of the total costs, max. € 1,000   |
| • Treatment of pregnancy  | unrestricted, after the expiry of a waiting period of 3 or 8 months respectively   | unrestricted, after the expiry of a waiting period of 3 or 8 months respectively   | unrestricted   |
| • Aids required as a result of an accident per insurance year   | max. € 250   | max. € 250   | max. € 1,000   |
| • Visual aids required as a result of an accident per insurance year  | not insured  | not insured  | max. € 100   |
| • Vaccination   | not insured  | not insured  | max. € 250 throughout the entire term of the contract  |
| • Treatment (e.g. massages, fango and lymph drainage treatment) per insurance year  | max. 6 treatments  | max. 8 treatments  | max. 8 treatments  |
| • Rehabilitation measures   | unrestricted   | unrestricted   | unrestricted   |
|   | <b>Important note:</b> Reimbursement for outpatient medical and dental services is made within the framework of the respective valid German Scale of Fees and Charges for Physicians and for Dentists (GOÄ and GOZ)  |  |  |
| Reimbursement of treatment costs according to GOÄ /GOZ  | up to max. 1.8-times the rate  | up to max. 2.3-times the rate  | up to max. 3.5-times the rate  |
| § 2 No. 2 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. 6 weeks   | max. 8 weeks   |
| § 3 No. 1 Patient repatriation transportation to the home country   | The costs of the medically advisable and justifiable patient repatriation transportation to the nearest hospital in the insured person's home country at an unlimited amount, also if hospital treatment lasts longer than 14 days   |  |  |
| § 3 No. 2 Reimbursement of costs for repatriation of mortal remains to home country   | max. € 25,000  | max. € 25,000  | max. € 25,000  |
| § 3 No. 2 Reimbursement of costs for local funeral  | up to the costs of the repatriation of mortal remains at the maximum   | up to the costs of the repatriation of mortal remains at the maximum   | up to the costs of the repatriation of mortal remains at the maximum   |
| § 6 Deductible per insured benefit for outpatient treatment and dental treatment  | 20%, max. € 250 per calendar year  | 15%, max. € 250 per calendar year  | 10%, max. € 250 per calendar year  |
|   | <b>Important note for stays outside Germany:</b> If treatment is expected to be necessary for longer than 30 days, there is a personal contribution of 20% of the treatment costs if return transport to Germany is refused, although it is possible and medically reasonable and justifiable. |  |  |
| <b>Emergency Call Insurance</b>   |  |  |  |
| § 1 - § 4   | Offers immediate assistance worldwide in case of an emergency in the agreed area of validity   |  |  |
| § 2 No. 2 Declaration of amount of costs assumed for inpatient treatment  | max. € 15,000  | max. € 15,000  | max. € 15,000  |
| <b>Accident Insurance</b>   |  |  |  |
| § 3 Sum insured in case of death  | not insured  | € 10,000   | € 10,000   |
| § 4 Sum insured in case of permanent disability   | not insured  | max. € 140,000   | max. € 140,000   |
| § 6 No. 1 Rescue costs  | not insured  | max. € 5,000   | max. € 5,000   |
| § 6 No. 2 Health spa allowance  | not insured  | max. € 1,500   | max. € 1,500   |
| <b>Liability Insurance</b>  |  |  |  |
| § 1 Sums insured  | not insured  | <ul style="list-style-type: none"> <li>max. € 1,000,000 for personal injury and property damage</li> <li>max. € 250,000 for damage to rented property</li> </ul> | <ul style="list-style-type: none"> <li>max. € 1,000,000 for personal injury and property damage</li> <li>max. € 250,000 for damage to rented property</li> <li>max. € 2,000 for lost keys</li> </ul> |
| <b>Monthly Premiums</b>   |  |  |  |
| up to the 5th birthday  | € 49   | € 66   | € 117  |
| from 5 years on up to the 18th birthday   | € 35   | € 47   | € 83   |
| from 18 years on up to the 30th birthday  | € 25   | € 34   | € 60   |
| from 30 years on up to the 40th birthday  | € 38   | € 50   | € 89   |

\* Taking into account the reimbursable fee rates according to GOÄ and GOZ, as well as the respective tariff deductible.

## SUPPLEMENTARY INFORMATION TO YOUR INSURANCE COVER

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**Notwithstanding § 4 No. 7 of the MAWISTA Student Insurance Conditions for Health Insurance VB K-CLP 22 MST, the treatment of alcohol, drugs and other addictive diseases is insured to the following extent:**

The insurer reimburses the expenses for medically necessary inpatient detoxification or withdrawal treatment in an appropriately qualified hospital approved for this purpose by the statutory health insurance in the agreed area of validity in the amount of 70 percent of the general hospital benefits for a period of up to 6 weeks per insurance year.

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Commercial register: R.C.S. Bobigny 519 490 080  
Chairman of the Board of Management: Tomas Kunzmann