

Documents to Insurance Policy

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

Overview of Benefits

• Accident Insurance

Sums insured: up to € 100,000 in the event of disability, € 20,000 in the event of death

Scope of validity: world-wide

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

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

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

If you want to submit a claim...

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

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

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

Please note the following important information

Single premium: valid for one person in each case

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

Insurance cover is provided only for the insured person named on the insurance policy. The amount of the premium is usually based on the insurance cover selected and the term of the contract.

There is no insurance cover if the non-recurring or initial premium has not been paid, unless the insured party is not responsible for non-payment.

The contractually agreed insurance payments are offered by AWP P&C S.A. in compliance with the Terms and Conditions of Insurance named below. Verbal agreements are invalid. Insurance tax is included in the premiums. No fees are charged. The premiums and service specifications documented in the insurance policy are relevant for the scope of insurance.



Olaf Nink, Chief Executive Officer

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

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

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

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

Product and Consumer Information

This information sheet serves to provide you with a brief overview of our insurance products. A description is only given of essential contents. The insurance cover including the sums insured and provisions on deductibles are exhaustively described in the Overview of Benefits and in the General Policy Conditions.

Accident Insurance

Provides compensation if an insured accident leads to the permanent disability or death of the insured person.

No insurance cover is offered for, among others, accidents caused by mental disturbances or impaired consciousness, or accidents suffered by the insured person as the pilot of an aircraft (also recreational aircraft); with regard to additional exclusions; see § 2 AVB BB 16 MPU, 4 AVB AB 16 MP.

Prior illnesses that contribute to the injury may lead to restrictions being placed on the insurance benefits; see § 5 No. 2 AVB BB 16 MPU.

The special deadlines for asserting a claim must be considered with regard to the payment of insurance benefits due to a permanent disability; see § 4 AVB BB 16 MPU.

Complaint Notice:

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

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

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

The contract is governed by the laws of the Federal Republic of Germany, unless this conflicts with international law. Legal action based on the insurance contract can be brought by the policyholder or the insured person before the court with jurisdiction over the principal place of business or the branch of the insurer. If the policyholder or the insured person is a natural person, legal action can also be brought before the court in the district of which the policyholder or the insured person has his place of residence when the legal action is brought or, if he does not have a place of residence, his habitual place of abode.

Data protection:

In accordance with the provisions of the German Federal Data Protection Act, we hereby inform you that if a claim is filed your personal data which is required to implement the insurance contract will be stored. To check the application or the damage, inquiries will also be sent to other insurers and inquiries by other insurers will be answered. Moreover, data will be sent to the re-insurer. The addresses of each recipient of data will be provided upon request.

Collection, processing and use of health data and disclosure of data to other parties: Upon conclusion of contract the declarations of consent required to implement or terminate your insurance contract were given. You will find statements and information on data processing following the conditions.

Right to revoke contracts valid for a term of one month or more:

You can revoke your contractual declaration within 14 days in writing (e.g., letter, fax, e-mail) without stating reasons. The period begins after you have received the insurance certificate, the terms of the contract including the Terms and Conditions of Insurance, the additional information pursuant to § 7 (1) and (2) of the Insurance Contracts Act (VVG) in conjunction with §§ 1 through 4 of the VVG Decree on Information Duties - each of these notifications in written form. In case of contracts in electronic commerce (§ 312i (1)(1) of the German Civil Code (BGB), this period shall not commence prior to our performance of our duties pursuant to § 312i (1)(1) of the German Civil Code in conjunction with Article 246c of the Introductory Law to the German Civil Code (EGBGB).

The deadline for revocation is deemed met if the revocation is dispatched in good time. It must be sent to:

AWP P&C S.A., Bahnhofstraße 16, D - 85609 Aschheim (near Munich), Fax + 49.89.6 24 24-244, E-mail: service@allianz-assistance.de

Consequences of revocation:

When revocation is effective, insurance cover ceases and we shall refund to you that portion of the premium allocated to the period after receipt of the revocation if you consented to insurance cover beginning prior to the end of the revocation period. We are entitled in this case to retain that portion of the premium that is allocated to the period until receipt of the revocation. This is a sum calculated proportionally by days. Amounts to be refunded will be remitted without undue delay, no later than 30 days after receipt of the revocation. If insurance cover does not commence prior to the end of the revocation period, then effective revocation means that payments received must be refunded and uses made thereof (e.g., interest) must be disbursed.

Special notes:

Your right of revocation lapses when the contract is completely performed both by you and also by us at your express request before you have exercised your right of revocation.

Your AWP P&C S.A., Germany Branch

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

Hereinafter referred to as AWP

General Provisions

AVB AB 16 MP E

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

§ 1 Who is insured?

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

§ 2 When does the premium have to be paid?

1. The premium is payable immediately following the conclusion of the insurance contract, and must be paid promptly within 14 days after delivery of the insurance policy.

2. The invoiced premium includes the insurance tax. It must be paid at the amount stipulated by law.

3. If the first premium is paid at a later date, insurance cover shall only begin as of that later date. AWP must have advised of this possibility by way of a separate notification in text form or a conspicuous reference included in the insurance policy.

The insurance cover shall commence on the agreed date if the policyholder is able to provide evidence that he is not responsible for the delayed payment.

4. If the policyholder fails to pay the first premium, AWP may withdraw from the contract until such time as the premium is paid. AWP cannot withdraw if the policyholder is able to prove that he is not responsible for the delayed payment.

5. Subsequent premiums are always due on the agreed date.

6. If a subsequent premium is not paid in a timely manner, the policyholder shall be deemed in default even if he does not receive a reminder from AWP.

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

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

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

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

- the amount of the outstanding premium, interest and costs must be shown separately, and
- the legal consequences associated with a failure to comply with the deadline pursuant to § 2 No. 8 must also be noted.

8. If the premiums thus noted were not paid by the end of the payment deadline,

- no insurance cover will be extended as of that date, until payment has been submitted.
- Can AWP cancel the contract without notice.

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

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

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

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

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

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

§ 3 When does the insurance cover begin and end?

1. Insurance cover begins on the date indicated in the insurance policy. The provision of insurance cover is conditional on the prompt payment of the first or one-time premium after a period of 14 days following receipt of the insurance policy.

2. The contract is concluded for the duration specified in the insurance policy.

3. The insurance cover begins within the agreed term, at the earliest upon crossing the border into the area of validity, and ends at the end of the Max-Planck-Gesellschaft stipend, but no later than on the date indicated in the insurance policy.

4. The minimum duration of the insurance policy is one month.

5. In the event the insured risk is increased due to the amendment or issue of new regulations, AWP shall be entitled to cancel the insurance policy with a notice period of one month. The right of cancellation expires if it is not exercised within one month as of the date on which AWP becomes aware of the increase.

6. The policyholder may cancel the contract if AWP has provided or finally refused to provide benefits. The cancellation must be

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

§ 4 Which cases are not covered by insurance?

No insurance cover is provided for the following:

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

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

The insured person is obliged

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

§ 6 When does AWP pay compensation?

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

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

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

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

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

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

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

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

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

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

Accident Insurance

AVB BB 16 MPU E

§ 1 What is insured? What is an accident?

1. AWP provides insurance benefits from the agreed sum insured if an accident suffered during the insured stay in the agreed area of validity leads to the death or permanent disability of the insured person.

2. An accident occurs if the insured person involuntarily suffers from impairments to health as a result of a sudden, involuntary and external event (accident event).

3. The following events are also deemed accidents if they are caused by increased exertion or the person's own movements:

- injuries to limbs or the spine,
- hernias, abdominal hernias and broken bones,
- dislocated joints,
- strained or torn muscles, tendons, ligaments, capsules or meniscus.

Spinal discs are neither muscles, tendons, ligaments nor capsules. Therefore they are not included under this provision.

Increased exertion refers to a movement which requires more muscle effort than would normally be expended in everyday life situations. The insured person's individual physical condition is the authoritative factor with regard to the assessment of muscle effort.

4. Insurance cover is also provided for impairments to health that are typical for diving situations, e.g. caisson disease (decompression sickness) or eardrum injuries, even though an accident event, hence a sudden external event, did not occur.

5. Poisoning as a result of suddenly leaking gases and steam, vapours, dust clouds, acids and similar is also insured if the insured person was exposed to the effects of these substances for several hours due to circumstances that could not be avoided.

Exception:

Damages that gradually arise as a result of the occupation per se, in particular also as a result of regular breath intake, remain excluded (occupational illnesses).

6. If the insured person willingly accepts the risk of impairments to health during the lawful defence of or efforts intended to rescue persons, animals or objects, such impairments are nevertheless deemed as having been suffered involuntarily and are also insured.

§ 2 Which cases are not covered by insurance?

The following cases are excluded from insurance cover:

1. Accidents suffered by the insured person due to impaired consciousness, and as a result of strokes, epileptic seizures or other seizures that affect the entire body of the insured person. Impaired consciousness is deemed to occur if the insured person's ability to perceive and react is limited to such an extent that he or she is no longer able to deal with the demands of the concrete hazard situation.

Impaired consciousness may be caused by the following:

- health impairment,
- medication,
- the consumption of drugs or other products that impair consciousness.

Exceptions:

a) Accidents resulting from impaired consciousness are also insured if they are caused by alcohol consumption. But in the case of drivers only if the blood alcohol level is less than 1.1 per mill.

b) The impaired consciousness or attack was caused by an accident event pursuant to § 1 No. 2, for which insurance cover is provided according to this contract. In those cases, the exclusion does not apply.

2. Accidents suffered by the insured person as a result of the insured person intentionally perpetrating or attempting to perpetrate a criminal act.

3. Accidents by the insured person

- as the pilot of an aircraft or recreational aircraft, insofar as he or she requires a permit for this activity under German law;
- as another member of an aircraft's crew;
- in carrying out professional activities that must be performed with the assistance of an aircraft.

4. Accidents by the insured person as a result of participation in races involving motor vehicles.

A participant is the driver, front-seat passenger or occupant of the motor vehicle. Races refer to such races or associated practice runs that are completed for the purpose of achieving high speeds.

5. In addition, no insurance cover is offered for the following impairments to health:

- a) Injury to spinal discs and bleeding from internal organs and cerebral haemorrhages.

Exception:

- An accident event pursuant to § 1 No. 2 is primarily (i.e. more than 50 %) responsible for causing the impairments to health, and
- Insurance cover pursuant to this contract is provided for this accident event.

In that case, the exclusion does not apply.

b) Impairments to health from radiation.

Exception:

Impairments to health due to

- x-rays,
- laser rays,
- maser radiation (e.g. microwaves),
- artificially created ultraviolet radiation and
- energy-rich radiation with an intensity of up to 100 electronvolts are also insured, as long as they do not present as the consequence of the regular handling of radiation-emitting instruments and are occupational illnesses.

In that case, the exclusion does not apply.

c) Impairments to health due to curative measures or interventions in the body of the insured person. Curative measures or intervention also include radiation-diagnostic and radiation-therapeutic activities.

Exception:

- The curative measures or interventions were initiated as a result of an accident, and
- insurance cover pursuant to this contract is provided for this accident.

In that case, the exclusion does not apply.

d) Infections.

Exception:

aa) The insured person is infected

- with rabies or tetanus;
- with other pathogens that reached the body as a result of not merely minor accident injuries. Accident injuries are minor if they do not require medical treatment in the absence of the infection and its consequences;
- as a result of curative measures or interventions for which insurance cover is provided as an exception (§ 2 No. 5 b).

bb) The outbreak of the following infectious diseases is also deemed an accident:

- infectious diseases that were transmitted through insect bites or other skin injuries caused by animals (e.g. FSME, Lyme disease, brucellosis, encephalitis, typhus, yellow fever, tertian fever, malaria, meningitis, plague). Insurance cover is provided if the infection is diagnosed for the first time by a physician during the term of the contract.
- cholera, diphtheria, shingles, pertussis, spinal polio, measles, mumps, infectious mononucleosis, smallpox / chickenpox, rubella, scarlet fever, tuberculosis, leprosy and typhus / paratyphoid. Insurance cover is provided as long as the disease broke out at the earliest three months after the insurance policy was issued.

cc) Also included are other infections due to minor injuries to the skin or mucous membranes, if the causal event was reported to AWP within four weeks.

The time periods noted in § 3 and § 4 AVB BB 16 MPU begin at the time the infection is first diagnosed by a physician.

In those cases, the exclusion does not apply.

e) Poisoning due to the intake of solid or liquid substances through the pharynx (beginning of the oesophagus).

Exception:

aa) The insured person has not completed his / her tenth year at the time of the accident.

bb) The consequences of food poisoning are also insured.

In those cases, the exclusion does not apply.

- f) Pathological disturbances as a result of psychological reactions, even if they were caused by an accident.

§ 3 What benefits does AWP provide in the case of the insured person's death?

AWP will pay € 20,000.00 to the heirs if the accident leads to the insured person's death within one year.

§ 4 What benefits does AWP provide in the event the insured person becomes permanently disabled?

If the accident leads to a permanent impairment of the insured person's physical or mental performance (disability), the claim that is established from the sum insured for a disability is € 100,000.00 (maximum). An impairment is deemed permanent if it is expected to last longer than three years, and this condition is not expected to change.

1. The disability must have occurred, assessed by a physician and asserted with a claim within 15 months of the accident. Asserting a claim means: The policyholder informs AWP that he expects the condition to be one of disability. Claims to disability benefits are not established if one of these conditions is not met, or the insured person fails to comply with this time period.

2. The insured person receives the disability benefit as a one-time payment. The amount of the benefit is based on the agreed sum insured and the degree of disability.

The health condition due to the accident, which can be identified at the latest at the end of the third year after the accident, shall be authoritative in this context. This applies both to the first as well as subsequent measurements of disability.

Fixed degrees of disability are as follows - in exclusion of evidence of a higher or lesser degree of invalidity –

- a) In the case of the loss or full functional incapacity of the following parts of the body or sensory organs, solely the degrees of disability noted here shall apply.

Arm	70 %
Arm to above the elbow joint	65 %
Arm below the elbow joint	60 %
Hand	55 %
Thumb	20 %
Index finger	10 %
Other finger	5 %
Leg above the middle of the thigh	70 %
Leg to the middle of the thigh	60 %
Leg to below the knee	50 %
Leg to the middle of the lower	45 %
Foot	40 %
Large toe	5 %
Other toe	2 %
Eye	50 %
Hearing in one ear	30 %
Sense of smell	10 %
Sense of taste	5 %

- b) In the event of the partial loss or functional incapacity of one of these parts of the body or sensory organ, the relevant portion of the percentage will be determined according to a).

- c) If the accident leads to impacts on parts of the body or sensory organs the loss of which or functional incapacity of which is not set out according to a) or b), the degree of invalidity will be based on the extent to which normal or mental performance as a whole is permanently disabled. An average person of the same age and gender will be used as reference.

This assessment is performed solely on the basis of medical aspects.

- d) In the event the accident leads to the impairment of multiple physical or mental functions, the degrees of disability that result pursuant to No. 2 a) to c) will be added together, up to a total benefit of 100 %.

3. If the accident affects a physical or mental function that was already permanently impaired previously, a deduction equal to the degree of this previous disability will be applied. It must be assessed pursuant to No. 2.

4. No claim to disability benefits is established if death occurs as a result of the accident within one year of the accident. In that case, AWP will pay a death benefit.

5. If the insured person dies within one year of the accident or later due to causes not related to the accident, and a claim to disability benefits was established, benefits must be paid according to the degree of disability that would have been expected on the basis of the most recent medical diagnoses.

§ 5 What restrictions apply to the benefits?

1. AWP provides benefits solely for the consequences of accidents.

They consist of impairments to health and their consequences, which were caused by the accident event. AWP does not provide benefits for illnesses or ailments.

2. If illnesses or ailments have contributed to the impairment to health or its consequences which were caused by the accident, the benefit will be reduced by the portion of the illness or ailment, if this portion is at least 25 %.

§ 6 What actions are required after an accident has occurred (obligations)?

The insured person is obliged,

1. to have himself / herself examined by physicians engaged by AWP; AWP is responsible for the costs required for the examination, including any resulting loss of earnings;
2. to release treating or examining physicians, other insurers and authorities from confidentiality.

§ 7 When does AWP pay insurance benefits due to permanent disability?

1. As soon as AWP has received documents that must be submitted to provide evidence of the circumstances of the accident and the effects of the accident, and the completion of the curative treatment that is required to measure the disability, it is required to declare in text form within one month as to whether and at what amount it acknowledges a claim. This time period is three months for disability benefits.

2. If AWP recognises the claim, insurance benefits will be paid out within two weeks.

3. Within a period of one year after the accident, disability benefits can only be claimed prior to the completion of curative treatments up to the amount of the death sum.

4. The insured person and AWP are entitled to have the degree of disability assessed by a physician on an annual basis, at most up to three years after the accident. This right must be exercised prior to the expiry of this time period. If the final assessment leads to a higher disability benefit than has been paid by AWP, interest of 5 % annually must be applied to the additional amount.

General information in the event of claim

What do you do in any case of damage?

The insured person must minimise and document the damage as far as possible. For this reason, please ensure that you have suitable proof of the occurrence of the damage (e.g. confirmation of damage, medical certificate) and of the extent of damage (e.g. bills, receipts).

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

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

Declarations and information on data processing

I. Consent to the collection and use of health data and declaration of release from secrecy.

The declarations of consent and of release from secrecy printed under I. were prepared as coordinated between the Gesamtverband der deutschen Versicherungswirtschaft e.V. (GDV) and data protection authorities.

The Insurance Contract Act, the Federal Data Protection Act and other data protection provisions do not include an adequate legal basis for the collection, processing and use of health data by the insurer. For this reason we need your consent as required by data protection laws. In the event of a claim, we may require your release from secrecy in order to obtain your health data from parties subject to secrecy (e.g. physicians).

Furthermore, we require your release from secrecy in order to disclose your health data or other data protected under § 203 of the German Criminal Code, e.g. the fact that there is a contract with you, your customer number or other identification data, to other parties, e.g. assistance, logistics or IT service providers.

The following declarations of consent are indispensable for the implementation or termination of your insurance contract (processing of your claim). Should you not submit these, it will not usually be possible to enter into any contract.

The declarations relate to the way we handle your health data and other data subject to secrecy (under 1.), in connection with requesting these from third parties (under 2.) and when disclosing them to parties external to the insurer (under 3.).

The declarations also apply to persons legally represented by you who are included in the insurance, e.g. to your children, if they do not recognise the significance of this consent and thus cannot submit their own declarations.

1. Consent to the collection, saving and use of your health data

I consent to AWP P&C S.A. collecting, saving and using the health data notified by me in the future, provided that this is required to implement or terminate the insurance contract.

2. Request of health data from third parties to verify the duty to indemnify

To check our duty to indemnify it may be necessary for us to check information on your state of health which you provided to substantiate claims or which is shown in the documents submitted (e.g. bills, prescriptions, expert opinions) or notifications, e.g. by a physician or other member of the health profession.

This verification is carried out only to the extent necessary. To do so, we require your consent including a release from secrecy for us and for these parties if, in the course of these requests, health data or other information subject to secrecy are disclosed.

We will inform you in each individual case of the persons or establishments that are required to provide information and for what purpose. You can then decide in each case whether you consent to the collection and use of your health data by the insurer, release the persons or establishments named and their employees from secrecy and consent to the transfer of your health data to the insurer, or whether you will provide the required documents yourself.

3. Disclosure of your health data and other data subject to secrecy to parties outside AWP P&C S.A.

We contractually obligate the parties named below to observe provisions on data protection and data security.

3.1 Disclosure of data for medical assessment

To check our duty to indemnify, it may be necessary to call in medical experts. We require your consent and release from secrecy for this purpose if your health data and other data subject to secrecy are transferred in this connection. You will be informed of each transfer of data.

I hereby consent and agree that AWP P&C S.A. may transmit my health data to medical experts if this is necessary for reviewing the obligation to pay benefits in my insurance claim and that the health data are used there for the proper purpose and the results are sent back to AWP. I release the persons working for AWP P&C S.A. and the experts from their nondisclosure duty with respect to the health data and other data protected under StGB (German Criminal Code) § 203.

3.2 Transfer of tasks to other parties (business enterprises or persons)

We do not perform in part certain tasks in the course of which your health data might be collected, processed and used. We have therefore transferred these tasks to other companies. If your data subject to secrecy are disclosed in the course of this, we require your release from secrecy for us and, where necessary, for other parties.

We carry out a constantly updated list of the parties and categories of parties that collect, process or use data subject to secrecy on our behalf as agreed. This list shows the tasks which have been transferred to the individual parties. The currently valid list is enclosed directly with the declarations.¹⁾ An up-to-date list can also be viewed on the Internet under www.allianz-reiseversicherung.de/datenverarbeitung or requested from us (AWP P&C S.A., Bahnhofstraße 16, D - 85609 Aschheim (bei München), Phone +49.89.62424-460, service@allianz-assistance.de). We need your consent for the disclosure of your health data and for use of such data by the parties listed at these points.

I consent to AWP P&C S.A. transferring my health data to the parties named in the list mentioned above and to the collection, processing and use of my health data by those parties for the purposes stated to the same extent as AWP P&C S.A. would be allowed to do. Insofar as necessary, I release the employees of the parties entrusted with this task from secrecy for the disclosure of health data and other data protected under § 203 of the German Criminal Code.

3.3 Disclosure of data to reinsurers

To ensure that your claims are satisfied, AWP P&C S.A. can conclude contracts with reinsurers that partially or completely assume the risk insured by us. In some cases the reinsurers use other reinsurers for this purpose to whom they also transfer your data. To allow the reinsurer to check whether AWP P&C S.A. has correctly assessed a claim, AWP P&C S.A. might be required to present your claim documents to the reinsurer.

To settle insurance claims, data on your existing contracts might also be disclosed to reinsurers.

As far as possible, anonymised and pseudoanonymised data are used for the purposes named above, but personal health data might also be used.

Reinsurers use your personal data only for the purposes named above. We will inform you of the transfer of your health data to reinsurers.

I consent to AWP P&C S.A. transferring my health data to the parties named in the list mentioned above and to the collection, processing and use of my health data by those parties for the purposes stated to the same extent as AWP P&C S.A. would be allowed to do. Insofar as necessary, I release the employees of the parties entrusted with this task from secrecy for the disclosure of health data and other data protected under § 203 of the German Criminal Code.

Statements by the insured person(s) or the legal representative of the person(s) to be insured:

I hereby make the declarations on data processing submitted by the applicant or the person interested in insurance on my own behalf or on behalf of the person(s) to be insured

¹⁾ Allianz Group companies (marked with *) and service providers that use personal data on behalf of the insurer which are subject to secrecy and/or collect, process or use health data:

- Mondial Kundenservice GmbH * (claims processing)
- AWP Romania SA * (claims processing)
- Allianz Handwerker Services GmbH * (technical services for companies of the Allianz Group)
- Allianz Managed Operations & Services SE * (shared services for companies of the Allianz Group)
- AGA Service Deutschland GmbH * (assistance services)
- rehacare GmbH *, medical and professional rehabilitation company (rehab services)
- PCI Holdings AG (technical services)
- MAWISTA GmbH (sales and customer-related services, telephone service)
- tricontes GmbH (sales and customer-related services, telephone service)
- IMB Consult GmbH (support in the preparation of medical reports)
- ViaMed GmbH (medical consulting, support in the preparation of medical reports)
- Experts (medical and nursing assessment and preparation of expert reports)
- Nursing services and providers of medical aids (arrangement of nursing services and medical aid providers)
- Patient repatriation transports (medically advisable or necessary repatriation from abroad)

II. Disclosure of data to other insurers

Pursuant to the Insurance Contract Act the insured person must notify the insurer of all important circumstances for claim settlement in case of damage. This can also include previous illnesses and claims or notifications about other similar insurance. In certain cases, such as double insurance, legal subrogation and where there are cost sharing agreements, personal data must be exchanged between insurers. Also to prevent any misuse of insurance it may be necessary to request information from other insurers or to provide suitable information upon request. In the process, the data of the person affected are disclosed, such as his or her name and address, type of insurance cover and the risk or information on the claim (type of damage, amount of claim, date of damage).