

Travel Insurance

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

Product: MAWISTA Reisecare
(Travel Accident & Liability Cover)

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 Reisecare (Travel Accident & Liability Cover) is an add-on Travel Insurance and includes the following benefits: Travel Accident Insurance and Travel Liability Insurance.



What is insured?

Travel Accident Insurance

- ✓ Pays compensation if an insured accident occurring during the trip leads to permanent invalidity 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

Travel 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



What is not insured?

Travel 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

Travel 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



Are there any restrictions on cover?

Travel 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 applies to the respectively insured temporary travel in foreign countries. Those countries in which the insured person has a permanent residence are deemed not to be foreign countries.



What are my obligations?

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

Travel 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.

Travel Liability Insurance

- If a claim has been asserted against you, you must notify AWP 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 as soon as the insurance contract is concluded and must be paid by the chosen means of payment upon delivery of the insurance policy.



When does the cover start and end?

Insurance cover commences:

- Within the agreed term, but no earlier than upon crossing the border into the area of validity, and ends with the departure from the area of validity, however at the latest at the time agreed.
- For insurance contracts agreed upon after the entry to a country in the agreed area of validity or not prior to expiration of an insurance contract applicable starting upon entry as subsequent insurance, after a waiting period of 7 days – 0:00 a.m. on day 8 – from the attachment date. In case of an accident, insurance cover shall apply from the inception of insurance cover. The insured person shall be required to document the date of entry, the prior insurance if any, and the temporary nature of travel.

The maximum for a term of insurance is 365 days.

The insurance can be taken out at any time.



How do I cancel the contract?

The insurance contract ends at the agreed point in time. You do not have to cancel.

Documents to Insurance Policy

The insurance purchased is documented in the insurance policy!

Overview of Benefits

MAWISTA Reiscare (Travel Accident & Liability Cover)

• Travel Accident Insurance

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

• Travel 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

We are there for you

Notification of claim

The simplest and quickest way of notifying us of your claim is via

www.mawista.com/schaden-melden

(or alternatively by post to our Claims Department).

AWP P&C S.A.

Niederlassung für Deutschland

(Germany Branch)

MAWISTA Schadenabteilung

Bahnhofstraße 16

D - 85609 Aschheim (near Munich)

Telefon: +49.89.6 24 24-0

Telefax: +49.89.6 24 24-222

General information in the event of claim

What do you do in any case of damage?

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

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

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

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Please note the following important information

Scope of validity: Insurance cover applies to the respectively insured temporary travel in foreign countries. Those countries in which the insured person has a permanent residence are deemed not to be foreign countries.

Maximum insured travel duration: The insurances are valid for the agreed term, maximum 365 days.

Insurable person: Persons up to the age of 80 who do not have a permanent residence in the respective country of travel are insurable. Any person who does not meet these requirements is not covered by the insurance, even if premiums have been paid. The insurer may demand proof that the requirements have been met.

Guidelines on taking out insurance: The insurance can be taken out at any time. If the insurance is not taken out prior to entering the area of validity or before the expiration of an insurance contract with validity from the date of entry, then there is a waiting period of 7 days. This waiting period does not apply in case of accident.

Insurance cover is provided only for the person named on the insurance policy.

The premium is due as soon as the insurance contract is concluded and must be paid upon delivery of the insurance policy. 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.

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

The contractually agreed insurance payments are offered by AWP P&C S.A. (Allianz Partners) in compliance with the Terms and Conditions of Insurance named below. 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. 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

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

Chief Executive Officer: Olaf Nink
Registration Court: München HRB 4605
VAT ID no: DE 129274528
Insurance tax no.: 802/V90802001910

AWP P&C S.A.
Public limited company under French law
Registered Office: Saint-Ouen (France)
Commercial register: R.C.S. Bobigny 519 490 080
Board of Management: Rémi Grenier (Chairman), Dan Assouline, Fabio de Ferrari, Ulf Lange, Claudius Leibfritz, Lidia Luka-Lognoné, Mike Nelson, Sylvie Ouziel

Data Protection

In accordance with Art. 13 of the General Data Protection Regulation (GDPR), we are informing you about the processing of your personal data by AWP P&C S.A., Niederlassung für Deutschland (Germany Branch), and about your rights under the data protection law.

1. Who is responsible for processing your personal data?

Responsibility for processing your personal data rests with

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

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.

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

a) 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 submit an application for insurance cover, we will require the information provided by you in this regard, in order to conclude the contract and to estimate the risk assumed by us. If the insurance contract comes into existence, we will process this data for the implementation of the contractual relationship, such as for invoicing purposes. We require information about the damage/loss in order to be able to assess if an insured event has occurred and determine the extent of this damage/loss.

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

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

We will also process your data for the purposes of the legitimate interests pursued by us or by third parties (Art. 6 section 1 f) GDPR). This can particularly be the case:

- for ensuring IT security and IT operation,
- for marketing our own insurance products, and for conducting marketing and opinion polls,
- for the prevention and investigation of criminal activities; in particular we use data analyses for the detection of facts that could indicate insurance fraud.

We also process your personal data in order to fulfil other statutory obligations, such as regulatory stipulations, as well as retention obligations imposed by commercial and tax law regulations. The legal basis of the data processing in this case, is provided by the relevant statutory regulations in conjunction with Art. 6 para. 1 c) GDPR.

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

b) What applies to special categories of personal data, especially health-related data?

There are special safeguards on the processing of special categories of personal data, of which health-related data is one. As a rule, processing is possible only if you have consented, or if one of the legally defined situations exist (Art. 9 section 2 GDPR).

aa) Processing of your special categories of personal data

In many cases, in order to examine the benefit entitlement, we require personal data belonging to a special category. This includes health-related data, for example. If, in connection with a specific insurance claim, you provide us with such data together with a request to examine the case and process the claim, you are explicitly permitting us to process your health-related data as necessary in order to process the insurance claim. We will remind you again separately of this fact by way of the claims form.

The consent may be withdrawn at any time, taking effect for the future. However, please be informed that it may no longer be possible to examine our duty to indemnify as a result of the insured event. If the insurance claim has already been processed, it may be the case that the data cannot be deleted for statutory retention periods, for example.

bb) Requesting health-related data from third parties in order to examine the duty to indemnify

In order to examine our duty to indemnify, it may be necessary for us to check information concerning your state of health, as provided by you in substantiating claims, or which is evident from documents submitted (e.g. invoices, prescriptions, reports) or statements, e.g. from a doctor or other member of a 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 to enable the duty to indemnify to be examined.

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 medical information, and whether to release the named persons or institutions and their employees from their duty of non-disclosure, and if you agree to the communication of your medical data to us, or if you want to personally provide the necessary documentation.

3. 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 or re-insurers.

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).

4. For how long will we store your data?

We will store your data for the period during which claims may be made against our company (statutory retention period from 3 to 30 years). We will also store 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 amount to 10 full years in these cases.

5. What are your rights?

You have the right to be informed about all of the information stored by us, and to demand that incorrect data be corrected. Under certain conditions, you also have the right to deletion of data, the right to object to processing, the right to 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 regard. You are also entitled to raise objections with a data protection supervisory authority.

Insurance Information

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. We will not participate in dispute settlement proceedings before a consumer arbitration board.

In the event of complaints relating to all types of insurance, please contact the responsible supervisory authority, Bundesanstalt für Finanzdienstleistungsaufsicht (BaFin - the German Federal Financial Supervisory Authority), Graurheindorfer Strasse 108, D - 53117 Bonn, Germany (www.bafin.de).

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

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

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

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

Consequences of revocation:

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

Special notes:

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

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

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

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

General Provisions

AVB AB 17 MR

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

The regulations printed thereafter apply to the respective insurance. Insurance cover is provided if you have contractually agreed the insurance concerned.

§ 1 Who is insured?

- The persons named in the policy or the group of persons specified in the certificate of insurance are deemed insured persons.
- Persons up to the age of 80 who do not have a permanent residence in the respective country of travel are insurable. Any person who does not meet these requirements is not covered by the insurance, even if premiums have been paid. The insurer may demand proof that the requirements have been met.

§ 2 For which travel is the insurance applicable?

Insurance cover applies to the respectively insured temporary travel in foreign countries (area of validity). Those countries in which the insured person has a permanent residence are deemed not to be foreign countries.

§ 3 When is the premium payable?

- The premium is due as soon as the insurance contract is concluded and must be paid upon delivery of the insurance policy.
- If the premium has not been paid upon the occurrence of the insured event, the insurer shall not have a duty to indemnify, unless the insured person is not responsible for non-payment.

§ 4 When does the insurance begin and end?

- Insurance cover can be purchased at any time. However, waiting periods may apply, cf. No. 3b below.
- Insurance cover is valid for the agreed term. The maximum for a term of insurance is 365 days.
- Insurance cover commences:
 - Within the agreed term, but no earlier than upon crossing the border into the area of validity, and ends with the departure from the area of validity, however at the latest at the time agreed.
 - For insurance contracts agreed upon after the entry to a country in the agreed area of validity or not prior to expiration of an insurance contract applicable starting upon entry as subsequent insurance, after a waiting period of 7 days – 0:00 a.m. on day 8 – from the attachment date. In case of an accident, insurance cover shall apply from the inception of insurance cover. The insured person shall be required to document the date of entry, the prior insurance if any, and the temporary nature of travel.

§ 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 seven days after the issuance of the travel warning.
- Damage or loss due to war or events similar to war; however, insurance cover does exist if the damage or loss occurs in the first seven days after the beginning of the events. This does not apply in case of stays in countries in whose territory war or civil war is already ongoing or where such an outbreak was foreseeable.
- Damage or losses intentionally caused by the insured person.
- Expeditions.

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

The insured person is obliged to

- minimise the damage or loss as far as possible and avoid unnecessary costs;
- report the damage or loss to the insurer without delay;
- prove the day of entry in an appropriate way (copy of entry documents, passport / visa if required for entry, tickets etc.);
- describe the damaging event or the loss as well as the scope of the claim and truthfully provide the insurer with any and all pertinent information. The insured person must furnish proof in the form of original bills and receipts, release physicians from their confidentiality obligation as necessary – including the physicians of the Assistance – submit documentation that prove the date of entry, any prior insurance, and the temporary nature of travel, and allow the insurer to reasonably examine the cause and amount of the asserted claim.

§ 7 When does the insurer pay compensation?

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

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

- 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.
- Upon request by the insurer, the insured person is obliged to confirm in writing the transfer of claims to this extent.
- Any obligations to indemnify arising under other insurance contracts and by social insurance institutions will have precedence over those of the insurer. If the insured person first presents original bills to the insurer for payment, the insurer will be deemed to have made advance payment.

§ 9 When does the insured person forfeit claims to insurance benefits due to a breach of obligations and the statute of limitations?

- If an obligation is intentionally violated, the insurer is released from its obligation to indemnify; in case of grossly negligent violation, the insurer is entitled to reduce its payment in proportion to the seriousness of the fault of the insured person.
- The insured person must furnish proof that no gross negligence was involved. Except in case of fraudulent intent, the insurer is obliged to indemnify if the insured person furnishes proof that the violation of the obligation is not the cause of either the occurrence or the determination or the scope of the insurer's obligation to indemnify.
- The claim to an insurance benefit lapses in three years, calculated from the end of the year in which the claim occurred and the insured person obtained knowledge of the circumstances in order to assert the claim, or would have obtained knowledge without gross negligence.

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

- Notices and declarations of intent from the insured person and the insurer must be in text form (e.g. letter, fax, e-mail).
- Insurance brokers are authorised to accept and forward notifications and declarations of intention to the insurer.

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

- The courts of Munich will have jurisdiction and venue.
- The laws of the Federal Republic of Germany apply insofar as they do not conflict with international law.

Travel Accident Insurance

AVB RU 17 MR

§ 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 validity 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 validity.
- 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 % |
- 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.
- 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.
- 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.
- 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 % | from % | to % | from % | to % | from % | to % | 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 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.

§ 7 When does the insurer pay permanent disability benefits?

1. 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.
2. If the insurer recognises a claim, benefits will be paid within a period of two weeks.
3. 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.
4. 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.

Travel Liability Insurance

AVB RH 17 MR

§ 1 What risk does the insurer assume?

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

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

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

§ 3 What risks are not insured?

Insurance cover does not include the following:

1. Liability claims
 - a) insofar as these exceed the scope of the insured person's statutory liability as a result of contractual or other commitments;
 - b) among and between insured persons travelling together and insured persons and their accompanying relatives;
 - c) due to transmission of illness by the insured person;
 - d) due to damage arising from professional activities.
2. Liability claims against the insured person
 - a) in connection with hunting activities;
 - b) due to damage caused to third-party property rented by or on loan to the insured person or obtained through unlawful interference or in the insured person's custody. However, liability arising from damage to rooms and buildings during travel is insured, in particular damage to rented holiday apartments and hotel rooms or the accommodation but not damage to furniture; insurance cover is not provided for liability claims based on wear and tear or excessive use;
 - c) as the owner, possessor, keeper or driver of a motor vehicle, aircraft or motor-driven watercraft due to damage caused by the use of such a vehicle;
 - 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) 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 court payment order, even if the insurer already knows about the insured event.
3. If a claim for compensation has been asserted against the insured person, he or she must notify the insurer thereof within one week after the claim is raised.
4. The insured person must also notify the insurer when a claim has been asserted that involves judicial or state assistance.
5. The insured person is obliged to take all possible steps to minimise the loss while complying with the insurer's instructions and to take every action necessary or useful to clarify the case of loss. The insured person must provide a detailed and truthful loss report, supply information on all circumstances connected with the damaging event and submit the corresponding documents.
6. If the liability claim is taken to a court of law, the insured person shall allow the insurer to conduct the proceedings, grant the legal counsel appointed and nominated by the insurer full power of attorney to act on his or her behalf and submit all declarations deemed necessary by the legal counsel or the insurer. Without awaiting instructions from the insurer, the insured person shall raise objections within the specified period or seek the necessary legal remedies against orders for payment of damages decreed by the courts or by the state.

7. If the insured person obtains the right to demand the cancellation or reduction of a payable annuity as a consequence of altered circumstances, the insured person is obliged to allow the insurer to exercise such right on his or her behalf. The provisions of Nos. 3 to 5 apply accordingly.
8. The insurer is considered to have full authority to submit all declarations on behalf of the insured that it deems suitable to settle or ward off a claim.