

Insurance Cover for stays abroad

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

Product: MAWISTA Science

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



What is insured?

Health Insurance and Emergency Call Insurance

Which events are insured?

- ✓ Illness or accident
- ✓ Pregnancy and childbirth (after the expiry of a waiting period of eight months)

What will be reimbursed?

- ✓ Costs for outpatient treatment by a physician
- ✓ Costs for medical treatment and medication prescribed by a physician
- ✓ Costs for inpatient treatment in a hospital
- ✓ Costs for Pain-killing dental treatment
- ✓ Costs 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

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.

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?

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 Treatment of pregnancies within the first eight months after the commencement of insurance (waiting period)
- x Psychoanalytical and psychotherapeutic treatment and hypnosis
- x Prophylactic examinations and check-ups
- x Dentures
- x Visual aids required as a result of an accident

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?

Health Insurance and Emergency Call Insurance

- ! Pain-killing dental treatment: The costs are completely assumed up to € 500. For costs between € 500 and € 1,000, 75% of the costs are assumed.
- ! 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 € 250
- ! Repatriation costs: up to € 25,000



Where am I covered?

- ✓ Insurance cover is valid for insured persons worldwide for their temporary stay abroad (stay outside their home country). In case the insured stay abroad is interrupted, insurance cover is also provided in their home country 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.

Health Insurance and Emergency Call Insurance

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

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 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 Science

- Health Insurance
- Emergency Call Insurance
- 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

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/file-a-claim/>

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

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

Complaints, Applicable Law and Withdrawal

Complaint Notice:

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

You can send us your complaints relating to contract or claim issues using any means of communication. You can reach us by telephone at +49.89.6 24 24-460, in writing by e-mail to beschwerde-reise@allianz.com, or by regular mail to AWP P&C S.A., Beschwerdemanagement, Bahnhofstrasse 16, D - 85609 Aschheim (bei München), Germany. Additional information on our complaint process can be found at www.allianz-reiseversicherung.de/beschwerde. We will not participate in dispute settlement proceedings before a consumer arbitration board.

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

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

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

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

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

AWP P&C S.A., Bahnhofstraße 16, D - 85609 Aschheim (bei München), Telefax + 49.89.6 24 24-244, E-Mail: service-reise@allianz.com.

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Please note the following important information

Scope of validity: worldwide for their temporary stay abroad (stay outside their home country). In case the insured stay abroad is interrupted, insurance cover is also provided in their home country for a period of up to 6 weeks per insurance year.

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

Insurable persons: The insured person is the person named in the insurance policy as a language pupil, student, scholarship holder, candidate for a doctor's degree, guest researcher or practical trainee or members of his or her family. Persons up to the age of 55 at inception of insurance cover can be insured.

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. When purchasing after commencing the temporary stay, waiting periods may apply.

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

The premium is due for the first time at the beginning of the insurance contract and is payable monthly in advance. The payment of the premium can be made by using one of the available payment methods (e.g. SEPA direct debit or credit card). If the insurer has been authorized to debit the premium from the selected payment method, the payment shall be deemed to have been made, if there is sufficient cover on the stated payment method at the time of debiting. The amount of the premiums is usually based on the selected insurance cover and the term of the contract.

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

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

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

General Representative: Jacob Fuest
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: Sirma Boshnakova

Consequences of revocation:

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

Special notes:

Your right of revocation lapses when the contract is completely performed both by you and also by us at your express request before you have exercised your right of revocation.
Your AWP P&C S.A., Germany Branch

Data Protection

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

I Who is responsible for processing your personal data?

Responsibility for processing your personal data rests with

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

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

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

1. What applies to all categories of personal data?

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

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

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

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

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

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

We will also process your data in order to uphold our legitimate interests or the legitimate interests of others, Art. 6 (1) f) GDPR. This may be the case particularly:

- for ensuring IT security and IT operations
- for marketing our own insurance products, and for conducting marketing surveys and opinion polls
- for the prevention and investigation of criminal activities (in particular, we employ data analyses to detect possible indications of insurance fraud).

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

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

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

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

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

2. What applies to special categories of personal data, especially health data?

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

a) Processing of your special categories of personal data

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

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

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

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

b) Requesting health data from third parties for review of the indemnity obligation

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

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

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

III To what recipients will we communicate your data?

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

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

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

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

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

IV How long will we retain your data?

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

V Where will your data be processed?

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

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

VI What are your rights?

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

Right of objection

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

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

General Information in the Event of Claim

What do you do in any case of damage?

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

What should you do if you fall ill, injure yourself or any other emergency occurs during your stay in the agreed area of validity? (Health Insurance, 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 do you have to consider if you have caused damage? (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 the insurer and submit these documents and this information to it with your notice of damage.

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

VB AB 20 MSC

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

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

§ 1 Who is insured?

1. The insured person is the person named in the insurance policy as a language pupil, student, scholarship holder, candidate for a doctor's degree, guest researcher or practical trainee or members of his or her family.
2. Persons up to the age of 55 at inception of insurance cover can be insured.

§ 2 What area of validity does the insurance apply to?

1. Insurance cover is valid for insured persons worldwide for their temporary stay abroad (stay outside their home country). In case the insured stay abroad is interrupted, insurance cover is also provided in their home country for a period of up to 6 weeks per insurance year.
2. Home country is the country in which the insured person had his or her permanent principal residence prior to the application of insurance cover.

§ 3 When does the insurance begin and end?

Insurance cover

1. 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;
2. ends at the agreed time, at the latest at the end of the insured stay in the agreed area of validity or at the agreed time;
3. can be extended for up to 60 months in total (taking into consideration any similar insurance contracts with other insurers) upon application before the expiry of the original term of contract. However, the premiums and Terms and Conditions of Insurance valid at the time of the application for extension apply.

§ 4 What term of validity does the contract have? When is the premium payable?

1. The insurance contract can be agreed for full months in each case and for a maximum term of 60 months.
2. The insured person can give notice of termination of the insurance contract daily to the end of the month.
3. The premium is due for the first time on commencement of the insurance contract and is payable each month in advance. The payment of the premium can be made by using one of the available payment methods (e.g. SEPA direct debit or credit card). If the premium has not been paid upon the occurrence of the insured event, the insurer shall not have a duty to indemnify, unless the insured person is not responsible for non-payment. If the insurer has been authorized to debit the premium from the selected payment method, the payment shall be deemed to have been made, if there is sufficient cover on the stated payment method at the time of debiting.
4. If a contract is valid for a term of longer than one month, the renewal premium is payable on the 1st day of the new month respectively. If the insurer has been authorized to debit the premium from the selected payment method, the payment shall be deemed to have been made, if there is sufficient cover on the stated payment method at the time of debiting. If the renewal premium is not paid, the insurer may set a period for payment of at least two weeks in text form. If an insured event occurs after the expiry of the period and the insured person is still in arrears with the payment of the renewal premium, the insurer is exempted from its duty to indemnify. The insurer may terminate the contract instantly if the insured person is still in arrears with payment after the expiry of the period. If payment is made within one month after termination or after the expiry of the period set for payment, the effect of the termination ceases to apply and the contract enters into force again. However, no insurance cover is provided for insured events occurring after the expiry of the period set for payment.

§ 5 In which cases does insurance cover not apply?

No insurance cover is provided in the following cases:

1. Damage or loss caused by strikes, nuclear energy, confiscation and other invention acts by public authority, as well as damage or loss in areas for which the German Federal Foreign Office has issued a travel warning. If an insured person is at such a location at the time when a travel warning is issued, insurance cover ends 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.
2. Damage or loss due to war or events similar to war; however, insurance cover does exist if the damage or loss occurs in the first 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.

3. Damage or losses intentionally caused by the insured person.

§ 6 What are the duties and obligations of the insured person in the event of a claim?

The insured person is obliged to:

1. Minimise the loss as far as possible and avoid unnecessary costs.
2. Report the loss to the insurer without delay.
3. 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.

§ 7 When does the insurer pay compensation?

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

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

1. In accordance with statutory regulations, claims for damages against third parties pass to the insurer up to the level of payment effected, provided that the insured person suffers no disadvantage thereby.
2. The insured person is obliged to confirm the assignment of claims to this extent in writing upon request by AWP.
3. Any duties to indemnify arising under other insurance contracts and other social insurance institutions will have precedence over those of AWP. AWP will be deemed to have made advance payment, if the original bills are first presented to AWP for payment.

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

1. 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.
2. The insured person must furnish proof that no gross negligence was involved. Except in case of fraudulent intent, AWP 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 AWP's duty to indemnify.
3. The claim to an insurance benefit lapses in three years, calculated from the end of the year in which the claim occurred and the insured person obtained knowledge of the circumstances in order to assert the claim, or would have obtained knowledge without gross negligence.

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

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

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

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

Terms and Conditions of the Health Insurance

VB K 20 MSC

§ 1 What is insured?

1. The insurance covers the costs of:
 - a) Medical treatment
 - b) Patient repatriation transportation
 - c) Repatriation of mortal remains in case of death in the event of acute illnesses and accidental injuries occurring in the agreed area of validity within the insured period.
2. Insurance cover is provided in the agreed area of validity for the costs of the medical treatment during pregnancy and childbirth only if the pregnancy (conception) occurred after the commencement of insurance and after the expiry of a waiting period of eight months. Irrespective of the time when pregnancy occurred and the waiting period, the insurer will reimburse the costs of medical treatment in case of the occurrence of acute complications in the pregnancy including miscarriage and premature birth.
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 validity, 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 necessary medical treatment in the agreed area of validity, including costs incurred for:
 - a) Outpatient treatment by a physician;
 - b) Medical treatment and medication prescribed by a physician for the insured person.
 - c) Inpatient treatment in hospital, including operations that cannot be postponed. In case of premature birth, the costs of treatment required for the newborn child in the agreed area of validity will also be covered up to € 100,000 (notwithstanding § 1 VB AB 20 MSC). The following applies for inpatient medical treatment and childbirth in Germany: General hospital costs (multi-bed room) are reimbursed and 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 validity and back to the insured person's accommodation.
 - e) Pain-killing dental treatment and repairs of dentures and provisional measures: The costs are completely assumed up to € 500 per insurance year. For costs between € 500 and € 1,000 per insurance year, 75% of the costs are assumed. No insurance cover is provided for any costs in excess thereof.
 - f) The medical care and treatment of pregnancies which occurred after the commencement of insurance and after the expiry of a waiting period of eight months.
 - g) Aids required as a result of an accident up to € 250 per insurance year.
 - h) 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.
 - i) Medically necessary rehabilitation measures as subsequent medical treatment prescribed by a physician.
 - j) 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. The insurer reimburses the costs in accordance with the conditions for a duration of up to eight weeks after the agreed term of validity 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 validity was to seek such treatment.
2. Medical treatment and other measures ordered by a physician that the insured person knew were necessary prior to the stay in the agreed area of validity or at the time of taking out the insurance or which he or she could have expected in the circumstances of which he or she was aware.
3. Nutriment and tonics.
4. Orthodontic treatment, dental treatment other than pain-killing treatment, repairs to dentures and provisional measures.
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 € 250 per year for aids required as a result of an accident.

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 and for the treatment of pregnancies within the first eight months after the commencement of insurance (waiting period).
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 20 MSC have been met, if the Assistance authorises the return journey in view of the nature of the illness and the treatment required.
3. Submit to the insurer the original invoices or duplicates with an original reimbursement stamp by another insurance company concerning the benefits granted; these will then become the property of the insurer.

§ 6 What deductible does the insured person pay?

There is no deductible.

Terms and Conditions of the Emergency Call Insurance

VB N 20 MSC

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 validity 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 validity, the Assistance will organise a funeral in the agreed area of validity or the repatriation of 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 and Conditions of the Liability Insurance

VB H 20 MSC

§ 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 validity 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 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 § 1 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. The insurance includes the recourse claim of the employer against the insured person based on personal injury or property damage as a result of negligence. Damage caused by intent is excluded. The maximum indemnity paid per damaging event is € 10,000 for all claims in an insurance year. The deductible amounts to 10% of the reimbursable damage for each claim, however € 150 at the maximum.

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 validity, 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 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?

There is no deductible. However, for damage caused by occupational activities, the deductible is 10% of the reimbursable damage for each insured event, € 150 at the maximum.

MAWISTA Science – Insurance Benefits at a Glance / Tariff Table

MAWISTA Science		
General Provisions		
§ 2, No. 1 Insurance cover in the insured person's home country if the stay abroad is interrupted.	up to 6 weeks per insurance year	
Health Insurance		
§ 2, No. 1 Amount of costs reimbursed for ...		
a) Outpatient treatment	unrestricted	
b) Medical treatment and medication	unrestricted	
c) Inpatient treatment	unrestricted	
c) Medical treatment of a newborn baby if born prematurely	max. € 100,000	
d) Medically necessary patient transportation to a hospital	unrestricted	
e) Pain-killing dental treatment per insurance year	100% for bills up to € 500, 75% for bills above € 500 up to max. € 1,000	
f) Dentures per insurance year	not insured	
g) Treatment of pregnancy after the expiry of a waiting period of 8 months	unrestricted	
h) Aids required as a result of an accident per insurance year	max. € 250	
i) Visual aids required as a result of an accident per insurance year	not insured	
j) Treatment (e.g. massages, fango and lymph drainage treatment) per insurance year	max. 8 treatments	
k) Rehabilitation measures	unrestricted	
§ 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. 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 on request by the insured person.	
§ 3, No. 2 Reimbursement of costs for repatriation of mortal remains to home country	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	
§ 6 Deductible	no deductible	
Emergency Call Insurance		
§ 1 - § 4	Offers immediate assistance worldwide in case of an emergency in the agreed area of validity	
§ 2, No. 2 c) Declaration of amount of costs assumed for inpatient treatment	max. € 15,000	
Liability Insurance		
§ 1 Sums insured	<ul style="list-style-type: none"> • max. € 1,000,000 for personal injury and property damage • max. € 250,000 for damage to rented property 	
§ 3, No. 1d) Sum insured for damage caused by occupational activities due to recourse claims of the employer in case of negligence	max. € 10,000	
§ 5 Deductible in case of damage caused by occupational activities	10% of the reimbursable damage, max. € 150 per insured event	
Monthly Premiums		
up to 40 years Duration of insurance in months	€ 44.80 1st to 12th	€ 72.10 13th to 60th
41 to 55 years Duration of insurance in months	€ 88.50 1st to 12th	€ 143.10 13th to 60th