

# Travel Insurance

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

Product: MAWISTA Visum Comfort

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

## What is this type of insurance?

MAWISTA Visum Comfort is a comprehensive Travel Insurance and includes the following benefits: Foreign Travel Health Insurance, Patient Repatriation Transportation, Travel Assistance and Travel Liability Insurance.



## What is insured?

### Foreign Travel Health Insurance and Travel Assistance

#### Which events are insured?

- ✓ Illness or accident during the temporary travel in the agreed area of validity
- ✓ 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
- ✓ Up to € 5,000 for the costs of search, rescue and recovery measures after an accident

#### Deductible for all insured events:

For persons up to 64 years of age: No deductible

For persons from 65 up to 80 years of age:

- € 100 per person in case of outpatient treatment
- € 500 per person in case of outpatient treatment

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

### Patient Repatriation Transportation

- ✓ Reimburses the 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.

### 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?

### Foreign Travel Health Insurance and Travel Assistance

- x Benefits in those countries in which the insured person has a permanent residence.
- 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 Massage and wellness treatment, fango and lymph drainage
- x Childbirth after the 36th week of pregnancy as well as abortions and the consequences thereof that are not medically indicated and can be postponed

### 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?

### Foreign Travel Health Insurance and Travel Assistance

- ! A maximum of € 250 for dental treatment and repairs to dentures and provisional dentures after an accident
- ! Costs of medical treatment up to the day the insured is fit to be transported, however a maximum of 45 days from the start of medical treatment
- ! In Germany, medical and dental treatment as an outpatient is reimbursed at the 1.8 fold rate of the Scale of Medical Fees (GOA) or the Scale of Dental Fees (GOZ), services mainly of a medico-technical nature are reimbursed at a 1.3 fold rate at the maximum, laboratory services at a 1.15 fold rate at the maximum
- ! The costs of inpatient hospital treatment are reimbursed according to the applicable regular rate of the local health insurance responsible for the locality.



## Where am I covered?

- ✓ Germany, Switzerland and Schengen states; no insurance cover is provided in those countries, in which the insured person maintains a permanent residence.
- ✓ 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.

### Foreign Travel Health Insurance and Patient Repatriation Transportation

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

### Travel 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 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:

- for the insured person from a visa requiring country within the before entry agreed term upon crossing the border into a country included in the agreed area of validity and ends with the departure from the agreed area of validity, however at the latest at the time agreed.
- for the insured person from a non visa requiring country within the agreed term and ends with the departure from the agreed area of validity, however at the latest at the time agreed.
- when agreed to insurance contracts after the entry to a country included in the agreed area, 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 maximum per year for a term of insurance is 183 days.

Insurance cover shall be provided insofar as the insurance policy is purchased within one month after the insured person's arrival to the area of validity or within one week after the expiration of an insurance contract with validity from the date of entry.



## 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 VISUM Comfort

- **Foreign Travel Health Insurance**

Deductible for all insured events:

For persons up to 64 years of age: No deductible

For persons from 65 up to 80 years of age:

- € 100 per person in case of outpatient treatment
- € 500 per person in case of outpatient treatment

- **Patient Repatriation Transportation**

- **Travel Assistance**

- **Travel Liability Insurance (sofern zusätzlich vereinbart)**

Sum 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](mailto: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](http://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](http://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](mailto:service-reise@allianz.com).

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## Please note the following important information

**Scope of validity:** Germany, Switzerland and Schengen states; no insurance cover is provided in those countries, in which the insured person maintains a permanent residence.

**Maximum insured travel duration:** The insurances are valid for the agreed term, maximum 183 days.

**Insurable persons:** Insurable are persons up to an age of 80 who do not maintain a permanent residence in the country to visit.

**Guidelines on taking out insurance:** Insurance can be taken out within one month after entering the area of validity or within one week after the expiration of an insurance contract with validity from the date of entry. There is a waiting period of 7 days, if insurance is taken out after entering the area of validity. The waiting period does not apply in case of accident. If insurance is taken out before departure, the waiting period is not applicable.

**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.

**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](mailto:datenschutz-azpde@allianz.com).

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

### 1. What applies to all categories of personal data?

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

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

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

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

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

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

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

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

As a rule, we only process 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

AVB AB 20MV

The regulations as stipulated under §§ 1 to 11 apply to all MAWISTA Visum 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, provided that the premium has been paid.

### § 2 For which travel is the insurance applicable?

Insurance cover applies to the respectively insured temporary travel in Germany, Switzerland and throughout the sovereign territory of the member states that fully apply the Schengen acquis (area of validity). No insurance cover is provided in those countries, in which the insured person maintains a permanent residence.

### § 3 When is the premium payable?

1. The premium is due as soon as the insurance contract is concluded and must be paid upon delivery of the insurance policy.
2. 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.
3. In case of visa refusal, the premium shall be refunded via the payment method specified at the time the insurance was taken out, after the end of validity of the insurance policy (12 months) by presenting the written refusal of visa application, the original insurance policy and a full copy of the insured person's passport.

### § 4 When does the insurance begin and end?

1. Insurance cover shall be provided insofar as the insurance policy is purchased within one month after the insured person's arrival to the area of validity or within one week after the expiration of an insurance contract with validity from the date of entry. The day of arrival and if so previous insurance cover shall be proved by the insured person.
2. Insurance cover is valid for the agreed term. The maximum per year for a term of insurance is 183 days.
3. Insurance cover commences – if premium was paid –
  - a) for the insured person from a visa requiring country within the before entry agreed term upon crossing the border into a country included in the agreed area of validity and ends with the departure from the agreed area of validity, however at the latest at the time agreed.
  - b) for the insured person from a non visa requiring country within the agreed term and ends with the departure from the agreed area of validity, however at the latest at the time agreed.
  - c) when agreed to insurance contracts after the entry to a country included in the agreed area, 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.

### § 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 seven days after the issuance of the travel warning.
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 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.
3. Damage or losses intentionally caused by the insured person.
4. 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

1. minimise the damage or loss as far as possible and avoid unnecessary costs;
2. report the damage or loss to the insurer without delay;
3. prove the day of entry in an appropriate way (copy of entry documents, passport/visa if required for entry, tickets etc.);
4. describe the damaging event or the loss as well as the scope of the claim and truthfully provide the insurer with any and all pertinent information. The insured person must furnish proof in the form of original bills and receipts, release physicians from their confidentiality obligation as necessary – including the physicians of the Assistance – and allow the insurer to 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?

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

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

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

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

1. Notices and declarations of intent from the insured person and the insurer must be in text form (e.g. letter, fax, e-mail).
2. 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?

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

## Foreign Travel Health Insurance

AVB RK 20 MV

### § 1 What is insured?

The costs of treatment occurring as a result of acute illnesses or accidents during temporary travel in Germany, Switzerland and throughout the sovereign territory of the member states that fully apply the Schengen acquis (area of validity).

The costs of search, rescue and recovery measures are also covered up to € 5,000 if the insured person has to be rescued or recovered after an accident or if the insured person is missing and it is feared that something has happened to him or her.

### § 2 What costs are reimbursed in case of medical treatment in the area of validity?

1. The insurer reimburses expenditures for all necessary medical assistance in the 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 necessary treatment of the newborn child abroad will also be covered up to € 10,000, (notwithstanding § 1 AVB AB MV).
  - d) Patient transportation deemed medically necessary for inpatient treatment in the nearest hospital in the area of validity and back to the insured person's accommodation.
  - e) Walking aids deemed medically necessary and the rental fee for a wheelchair.
  - f) Pain-killing dental treatment, repairs to dentures and provisional measures up to € 250.
2. The insurer reimburses the costs of medical treatment up to the day the insured is fit to be transported, however a maximum of 45 days from the start of medical treatment, insofar as return transport up to the end of the insured travel is not possible due to the insured person's inability to be transported.
3. Unless otherwise agreed, the insured person pays a deductible of € 50 per insured event.

### § 3 What limitations on insurance cover are to be noted?

1. No insurance cover is provided for the following:
  - a) Medical treatment and other measures ordered by a physician, where the purpose of travel was to seek such treatment.
  - b) Medical treatment and other measures ordered by a physician that the insured person knew were necessary prior to departure 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.
  - c) Dental treatment other than pain-killing treatment, repairs to dentures and provisional measures.
  - d) Massage and wellness treatment, fango and lymph drainage as well as the purchase of prostheses and other medical aids.
  - e) Treatment of alcoholism, drug addiction and other addictions, and the consequences thereof.
  - f) Childbirth after the 36th week of pregnancy as well as abortions and the consequences thereof that are not medically indicated and can be postponed.
  - g) Treatment or accommodation caused by infirmity, need of nursing care or detention.
  - h) Psychoanalytical and psychotherapeutic treatment and hypnosis.
  - i) Injuries caused by actively participating in competitions held by sports organisations and training in connection therewith.
  - j) Treatment by spouses, life partners, parents or children. Documented material expenses are reimbursed according to tariff.
2. If the medical treatment or any other measure exceeds the medically necessary measure, the insurer can reduce the benefit to a reasonable amount. The fees and charges invoiced may not exceed the extent considered generally customary and reasonable in the country concerned. Otherwise the insurer may reduce the reimbursement to customary rates in that country.

### § 4 What are the duties and obligations of the insured person in case of damage or loss?

The insured person is obliged to do the following:

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.
2. Consent to return or repatriation to his or her home country, assuming the insured person is fit to be transported, 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.

### § 5 What additional rules apply to the insurance cover provided by the insurer Travel Health Insurance during a stay in Germany?

In Germany, medical and dental treatment as an outpatient is reimbursed at the 1.8 fold rate of the Scale of Medical Fees (GOÄ) or the Scale of Dental Fees (GOZ) at the maximum in accordance with § 2 AVB RK MV; services mainly of a medico-technical nature are reimbursed at a 1.3 fold rate at the maximum, laboratory services at a 1.15 fold rate at the maximum. The costs of inpatient hospital treatment according to § 2 No. 1 and 2 AVB RK MV are reimbursed according to the applicable regular rate of the local health insurance responsible for the locality.

## Patient Repatriation Transportation

AVB RT 20 MV

### § 1 What is insured?

The insurance covers the following:

1. Patient transportation due to acute illnesses and accidents occurring during travel.
2. Repatriation of mortal remains in the event of death.

### § 2 What costs does the insurer reimburse in the event of patient repatriation transportation or repatriation of mortal remains?

The insurer reimburses the following:

1. The costs incurred for the medically advisable and appropriate return transportation of the insured person to the nearest suitable hospital to the insured person's place of residence.
2. The direct costs for repatriation of the insured person's mortal remains for burial or, alternatively, the direct costs for burial at the place of death, up to the costs of repatriation.

### § 3 What limitations on cover are to be noted?

No insurance cover is provided for patient transportation or repatriation of mortal remains on account of the following:

1. Medical treatment and other measures ordered by a physician, where the purpose of travel was to seek such treatment.
2. 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.



3. Alcoholism, drug addiction and other addictions, and the consequences thereof.
4. Childbirth after the 36th week of pregnancy as well as abortions and the consequences thereof that are not medically indicated and can be postponed.
5. Injuries caused by actively participating in competitions held by sports organisations and training in connection therewith.

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

The insured person is obliged to do the following:

1. Contact the Assistance immediately in the event of an acute serious illness or accidental injury.
2. Comply with the formalities and other requirements necessary for discharge from inpatient treatment and for leaving the country.
3. Provide the insurer with all information required to organise and carry out return transportation.

### Travel Assistance

AVB AS 20 MV

#### § 1 What services does the insurer provide under the Assistance?

1. The insurer provides assistance and support to the insured person during travel in the event of any emergency defined below and will pay the costs at the amount stated in each case. The insurer reserves the right to check coverage. Services provided and any cost assumption statements made by the Assistance as well as the commissioning of service providers do not in principle acknowledge the insurer's obligation to indemnify based on the insurance contract with the insured person.
2. The insurer has contracted the Assistance to provide the insured persons of the insurer with the services named below on a 24-hour basis.
3. The insured person must immediately contact the Assistance in an emergency in order to use the services.
4. Insofar as the insured person may be unable to claim the reimbursement of expenditures incurred from either the insurer or from any other payer, the insured person must return the amounts to the insurer within one month of invoicing.

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

1. Inpatient treatment / Cost assumption statement  
In case of inpatient hospital treatment, the insurer will provide the hospital with a statement of cost assumption up to € 13,000. This statement does not imply that the insurer acknowledges that it has a duty to indemnify. The insurer will assume the task of carrying out settlement with the payer responsible in the name of the insured person.
2. Patient repatriation transportation  
As soon as medically advisable and appropriate, 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 What services does the Assistance provide in the event of the insured person's death?

If the insured person dies during travel, the Assistance organises burial in the area of validity or repatriation of the insured person's mortal remains to the place of burial in accordance with the wishes of family members.

### Travel Liability Insurance

AVB RH 20 MV

(nur sofern zusätzlich vereinbart)

#### § 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 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.