



**Confirmation of insurance cover
MasterCard® Business Gold**

**Should you need help in an
emergency:**

Keep this emergency call card together with your personal documents.

Don't forget to enter the MasterCard® Business Gold card number.

Emergency service:

+ 49 (0) 89 6 24 24 - 548

In an emergency, please contact the Assistance immediately that can be reached night and day. Please state the number of your MasterCard® Business Gold credit card:



Where to seek help if you have questions and in emergencies

If you have questions on insurance benefits...

... we will be glad to help. Please use our service times from 8.30 am to 7 pm on Mondays to Fridays and Saturdays from 9.00 am to 2.00 pm (excluding public holidays) for this purpose. You can reach our service centre via

Telephone +49 (0) 89 6 24 24 - 548

Fax +49 (0) 89 6 24 24 - 244

E-mail: service@allianz-assistance.de

If you require help in an emergency...

... the Assistance is there to help you. Our 24-hour emergency service can offer you rapid and expert help round the clock anywhere in the world!

Telephone +49 (0) 89 6 24 24 - 548

Fax +49 (0) 89 6 24 24 - 246

If you would like to report a claim to us...

...you can do that quickly, easily and at any time at

www.allianz-assistance.de/schadenmeldung

(Alternatively also by post to our Claims Department):

AGA International S.A.

German branch office

Claims Department

Bahnhofstraße 16

D - 85609 Aschheim near Munich

You can reach us by telephone or by fax under the service numbers referred to above.

Important in an emergency:

- Have the exact and complete address and telephone number of your current location ready.
- Note the names of the people to contact at official bodies, such as for example a doctor, hospital or the police.
- Describe the situation as exactly as possible and give us all the necessary information.

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Your benefits at a glance

Travel service insurance

Offers you immediate assistance in any foreign country in the world in the event of an emergency. A central telephone number is available 24 hours a day to provide assistance to insured persons.

Foreign travel health insurance

Reimburses the costs of necessary medical aid in a foreign country should you fall ill or be injured in an accident requiring urgent attention whilst on a trip abroad:

- Doctors' and hospital expenses;
- Medicines.

The country in which the cardholder has his permanent residence does not count as abroad.

Transport accident insurance

Provides compensation should an insured accident whilst using a means of transport lead to the permanent invalidity or death of an insured person during a trip.

Foreign travel motor vehicle accident and breakdown insurance

Offers insurance cover for the insured person's motor vehicle whilst travelling:

- Organisational assistance in the event of a breakdown or accident, car theft and driver incapacity; reimbursement of costs of assistance in the event of a breakdown;
- Dispatch of replacement parts, customs, scrapping;
- Should it not be possible to use the vehicle, reimbursement of costs of overnight accommodation or hire car in order to continue journey; in the event of driver incapacity, repatriation of vehicle together with persons travelling with vehicle and their luggage.

Travel liability insurance

Insurance cover against legal claims for compensation by third parties on account of personal or property damage up to the amount referred to in the contractual data.

Additional liability insurance for hire cars

The sums insured provided for vehicle liability insurance cover on hire cars are frequently inadequate. Particularly in the USA and Canada, the hire contract generally includes only the minimum sums insured stipulated by law (varies from state to state). The car hire stations frequently offer additional liability insurance or an increase in basic cover locally. AGA's additional liability insurance for hire cars only provides supplementary cover, i.e. after cover for the hire car concluded by the hire company has been exhausted.

Hire car legal costs insurance

You are insured should you be involved in disputes connected with using and driving a hire car during the term of the insurance. In such cases, Allianz Versicherungs-AG assumes costs up to an amount of € 52,000.00, for example for a lawyer, the court, an expert appraiser and, should you have to defend yourself in criminal proceedings in another country, for an interpreter. Allianz Versicherungs-AG will also provide an interest-free loan of up to € 26,000.00 for bail in criminal proceedings. You are obviously free to choose the lawyer – but we will be glad to suggest a lawyer in your vicinity. We are currently able to name German-speaking lawyers in 30 countries able to offer you immediate assistance.

Insurance companies' addresses

Risks associated with travel service insurance, foreign travel health insurance, transport accident insurance, foreign travel motor vehicle accident and breakdown insurance, travel liability insurance and additional liability insurance for hire cars borne by:

AGA International S.A.
German branch office
Bahnhofstraße 16
D - 85609 Aschheim near Munich
CEO: Olaf Nink
Registry court: Munich HRB 4605
VAT identification number DE 129274528
Insurance tax number: 9116 80200191

AGA International S.A.
Plc under French law
Company's registered office: Paris (France)
Commercial register: R.C.S. Paris 519 490 080
Board of management: Rémi Grenier (chairman), Laurence Maurice,
Dr. Ulrich Delius, Roland Rykart, Michael Nelson, Fabio de Ferrari

Main business activity: The company is an insurance company and provides principally travel insurance.

Risks associated with hire car legal costs insurance borne by:

Allianz Versicherungs-Aktiengesellschaft
Chairman of the supervisory board: Dr. Manfred Knof.
Board of management: Dr. Alexander Vollert (chairman), Karsten Crede,
Dr. Markus Hofmann, Burkhard Keese, Jens Lison, Joachim Müller,
Mathias Scheuber, Frank Sommerfeld.
For purposes of value added tax: VAT identification number DE 811 150 709;
Insurance premiums are exempt from value added tax.
Company's registered office: Munich
Registry court: Munich HRB 75727
Insurance tax number: 9116 802 00477

Hauptgeschäftstätigkeit: Die Gesellschaft ist ein Schaden- und Unfallversicherungsunternehmen.

Main business activity: the company is a damages and accident insurance company. Allianz Rechtsschutz-Service GmbH, Königinstr. 28, 80802 Munich, chairman of the board: Roland Müller, Registry court Munich, number HRB 108104, has been appointed to process claims in connection with hire car legal costs insurance. Claims are processed together with the credit card number through AGA International, S.A., German branch office.
Address: Bahnhofstraße 16, Claims department, 85609 Aschheim near Munich.

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.

Contractual data

The contractual data refers to the insurance terms and conditions. Together with the insurance terms and conditions, they determine the exact scope of the insurance.

Standard Terms and Conditions of Insurance

Policyholder:

First Data Deutschland GmbH
Konrad-Adenauer-Allee 1
61118 Bad Vilbel

Insured persons (§ 1):

As part of the

- Foreign travel health insurance

... the legitimate holder of a valid MasterCard® Business Gold (hereafter referred to as the credit card).

As part of the

- Travel service insurance
- Transport accident insurance
- Foreign travel motor vehicle accident and breakdown insurance
- Travel liability insurance
- Additional liability insurance for hire cars
- Hire car legal costs insurance

... the legitimate holder of a valid MasterCard® Business Gold (hereafter referred to as the credit card). Also, on trips together with the cardholder:

... the cardholder's partner, provided that he / she lives in the same household;

... the cardholder's or partner's under-age children (including stepchildren, adopted and foster children);

... the cardholder's or partner's adult children up to the age of 25 provided they are at school or undergoing professional training.

Area of validity (§ 2):

As part of travel service insurance, cover is provided for all travel anywhere in the world outside the country in which the cardholder is permanently resident.

As part of foreign travel health insurance, cover is provided during all private and business travel outside the country in which the cardholder is permanently resident.

Insurance cover is provided from the time that the trip begins for up to a maximum of 62 days per trip. No insurance cover is provided for expenses incurred by the insured person in his own country of residence, not even should these expenses relate to the consequences of illnesses and injuries that occurred during the foreign trip.

Should the permanent place of residence be temporarily located abroad for professional reasons (e.g. on account of work over a period of several years), no insurance cover will be provided for the country of residence concerned.

Insurance cover is provided for all trips worldwide as part of transport accident insurance. As part of the foreign travel motor vehicle accident and breakdown insurance, cover is provided for insured cases that occur in Europe and Mediterranean countries outside Europe. No insurance cover is provided for incidents that occur within the country in which the cardholder is permanently domiciled or for incidents occurring within 50 kilometres (as the crow flies) of the cardholder / co-insured person's permanent residence.

As part of travel liability insurance, cover is provided for all trips throughout the world outside the country in which the insured person has his / her permanent residence. No insurance cover is provided for incidents that occur within 50 kilometres (as the crow flies) of the insured person's permanent residence.

As part of additional liability insurance for hire cars, insurance cover is provided throughout the world for all private and business trips outside a radius of 50 kilometres (as the crow flies) of the cardholder / co-insured person's permanent residence.

As part of hire car legal costs insurance, insurance cover is provided for all trips throughout the world but not for incidents that occur within a radius of 50 kilometres (as the crow flies) of the cardholder / co-insured person's permanent residence.

Beginning of insurance cover / end of insurance cover (§ 3):

1. For customers who are in possession of a valid credit card on 01.01.2016: The insurance cover of all insurance benefits starts on 01.01.2016.
2. For all customers who apply for a new credit card from the 01.01.2016: The insurance cover of all insurance benefits listed below starts on the date of the application for the credit card subject to the conclusion of a valid credit card contract.

As part of hire car legal costs insurance, insurance cover is provided from the time the hire car is picked up to the time it is returned to the lessor.

All insurances apply to travel within the insured periods of time.

Required use of the card (§ 4):

As part of

- Travel service insurance
- Foreign travel health insurance
- Foreign travel motor vehicle accident and breakdown insurance
- Travel liability insurance

insurance cover will apply irrespective of whether the credit card is used as a means of payment for the trip.

As part of

- Transport accident insurance
- Additional liability insurance for hire cars
- Hire car legal costs insurance

insurance cover will apply dependent on whether the credit card is being used as a means of payment.

As part of additional liability insurance for hire cars, insurance cover extends to the hire of an individual hire vehicle and is limited to the duration of the rental contract.

Travel service insurance

Amount of the undertaking to pay costs in the event of inpatient treatment

(§ 2 no. 2 c):

€ 13,000.00

Amount of the bridging loan (§ 5 no. 1b):

€ 1,600.00

Assistance in the event of criminal prosecution proceedings (§ 5 no. 2):

AGA will pay court costs and the costs of a lawyer and interpreter up to an amount of € 2,600.00 and, should this be necessary, bail of up to € 13,000.00 in a criminal prosecution case.

Reimbursement of search, rescue and recovery costs following an accident (§ 6):

€ 2,600.00

Foreign travel health insurance

Amount of costs reimbursed

Costs of curative treatment with no upper limit

Excess (§ 2 no. 4):

No excess

Transport accident insurance

Scope (§ 1):

1. Assuming that the transport or car hire company is paid in accordance with § 4 of the Standard Terms and Conditions of Insurance, insurance cover is provided:

- a) From entering to leaving the
 - public transport vehicle,
 - hire car (car, estate wagon),
 - hired motor caravan;
- b) As a passenger on direct or round trips by air in a propeller or jet aircraft or in a helicopter (not however as the pilot (also in a hobby aircraft) or as any other member of the crew of an aircraft) from the time of arriving at the airport to the time of leaving, including the flight;
- c) From entering to leaving the airport, including the total area covered by the airport. Should public transport be used in order to reach or to leave the airport, the direct trip straight to or from the airport is also insured – the same applies to substitute transportation provided by the airline.
In the case of the trip to the airport, cover is only provided if it can be proved that the subsequent flight was paid for with the credit card(s) referred to in § 4 of the Standard Terms and Conditions of Insurance.
- d) During an overnight stay as a guest in a hotel building; and this assuming that the transport company / hotel accepts MasterCard® as a means of payment and the credit card is used to pay for transport and the hotel.

2. In the case of rental of a hire car or accommodation in a hotel, insurance cover is only provided if the traveller confirms by the signature in the car hire rental contract, in the hotel registration form or in some other written form in each individual case that payment was made by means of the credit card(s) referred to in § 4 of the Standard Terms and Conditions of Insurance or that a down payment was made by means of one of these credit cards.

Sum insured in the event of death (§ 3):

€ 260,000.00

For children under the age of 14, € 5,200.00 will be paid as compensation in the event of death.

Sum insured in the event of invalidity (§ 4):

Up to € 260,000.00

Limitations (§ 5 nos. 2 and 3):

No. 2: considered not to have been agreed

No. 3: cumulative risk (maximum compensation paid to all the insured persons injured in an insured event covered through MasterCard® Business Gold):

€ 52,000,000.00 in the event of death

€ 52,000,000.00 in the event of invalidity

€ 5,200.00 lump-sum reimbursement of costs in the event of inpatient treatment

€ 1,550,000.00 costs of recovery

Lump-sum reimbursement of costs in the event of inpatient treatment (§ 6 no. 1):

€ 26.00 per day

Cost reimbursement for cosmetic operations (§ 6 no. 2):

Up to € 1,000.00

Supplement for costs of recovery:

Reimbursement of costs of search, rescue and recovery measures following an accident (§ 1 Supplement for costs of recovery):

€ 10,000.00

Foreign travel motor vehicle accident and breakdown insurance

Amount reimbursed in order to restore the vehicles' mobility (§ 3):

- Breakdown assistance up to an amount of € 105.00 per claim;
- Towing service up to an amount of € 155.00 per claim;
- Costs of dispatching necessary replacement parts.

Amount reimbursed for repatriation of the vehicle or in the event of a total write-off (§ 4):

- Repatriation to a repair workshop in the cardholder's place of residence or to the destination;
- Scrapping or customs duties (whichever is the lower amount);
- Up to € 36.00 per insured person for up to three nights' overnight accommodation.

Amount reimbursed should it not be possible to use the vehicle in accordance with § 4 and in the event of theft (§ 5):

- Costs of overnight accommodation of up to € 36.00 per insured person per night up to a maximum of three nights;
- Taxi trips to and from the nearest accessible means of public transport up to an amount of € 26.00;
- Replacement vehicle for an amount of up to € 52.00 per day for a maximum of seven days.

Amount reimbursed in the event of the driver's incapacity (§ 6):

- Travel costs of substitute driver up to an amount of € 0.30 per kilometre distance to the cardholder's residence;
- Up to € 36.00 per insured person for up to three nights' overnight accommodation.

Travel liability insurance

Amount insured (§ 2 no. 4):

€ 1,050,000.00 in the event of personal and property damage;

€ 2,100,000.00 total compensation for all insurance claims during one insurance year

Amount insured (§ 3 no. 2 b):

€ 26,000.00 in the event of property damage

Additional liability insurance for hire cars

Amount insured (§ 1):

€ 1,050,000.00 per claim

Hire car legal costs insurance

Amount insured (§ 3 no. 8 RS):

€ 52,000.00 per claim and insurance year

Loan to provide bail (§ 3 no. 10 RS):

€ 26,000.00 per claim and insurance year

Standard Terms and Conditions of Insurance (AVB)

(abbreviated to: AVB AB 14 KI FDD)

On behalf of the savings institutions ("Sparkassen") / banks that the policyholder has concluded in the area covered by the group insurance contract concluded with AGA International S.A., Bahnhofstraße 16, D - 85609 Aschheim near Munich, the policyholder has agreed comprehensive insurance cover for the insured persons referred to in the contractual data on the basis of the terms and conditions printed below. The premium for these insurance policies is paid by First Data Deutschland GmbH or your bank out of the annual card subscription fee. The following rules under §§ 1 to 11 apply to all insurances of the persons insured through this credit card.

§ 1 Who is insured?

The insured persons are those persons referred to in the contractual data or the group of individuals described there. The insured person is entitled to exercise the rights in the insurance contract directly. Should two or more credit contracts have been concluded, insurance benefits may only be claimed once. The insurance benefits are not accumulative.

§ 2 What is the area covered by the insurance?

The area of validity for the individual insured parties is set out in the contractual data.

§ 3 When does the insurance begin and end?

Unless anything to the contrary has been agreed in the contractual data and subject to the conclusion of a valid credit card contract, the insured person will be covered from the time the credit card is applied for and cover will end as soon as the termination of the credit card contract comes into force.

§ 4 Is insurance cover conditional on the use of a credit card as a means of payment?

The provisions referred to in the contractual data will apply.

§ 5 In which cases is no insurance cover provided?

1. The following situations are not insured
 - a) Damage caused by strikes, nuclear energy, confiscation and other actions by sovereign authorities as well as damage incurred in areas covered by a travel warning issued by the German Foreign Office at the time this area was entered. Should an insured person actually be in the area concerned at the time the travel warning is issued, insurance cover will end 14 days after publication of the warning; insurance cover will continue in spite of the travel warning should the end of the trip be postponed for reasons for which the insured person is not responsible;
 - b) Damage caused by war, civil war and warlike events. Insurance cover will still be provided however if the damage occurs within the first 14 days after the beginning of the events; insurance cover will however continue should the end of the trip be postponed for reasons for which the insured person is not responsible. Insurance cover will however not be provided under any circumstances should the insured person be in a country on whose territory war or civil war is already taking place or should an outbreak be foreseeable. Damage as a result of active participation in war, civil war or warlike events is not insured;
 - c) Damage caused intentionally by the insured person;
 - d) Expeditions, unless anything else has been agreed;

- e) Damage caused indirectly or directly through the use of atomic, biological or chemical weapons materials.
- 2. Should the insured person not have a residence in the EU or the EEA, insurance cover will only be provided for travel within Europe or in Mediterranean coastal states.
- 3. No insurance cover will be provided in the event of economic, trade or financial sanctions or an embargo imposed by the European Union or the Federal Republic of Germany that are directly applicable to the contractual parties and that are contrary to insurance cover. This will also apply in the event of economic, trade or financial sanctions or an embargo imposed by the United States of America unless this is contrary to European or German law. The remaining provisions of the contract are not affected.

§ 6 What must the insured person do under all circumstances in the event of a claim (Obligations)?

The insured person is required to:

1. Keep damage as low as possible and avoid unnecessary costs;
2. Notify AGA of the damage immediately;
3. Describe the incident that caused the damage and the amount of damage, give AGA a truthful account of all relevant information and allow AGA to make a reasonable check on the cause and the amount of the claim lodged. The insured person is required to submit the originals of invoices and other documents as proof and, should this be necessary, release doctors – including doctors provided by the Assistance – from their confidentiality to the extent that knowledge of this information is necessary in order to assess the obligation to provide benefits and the scope of these benefits. AGA will not be required to provide benefits should it not be able to establish the amount and the scope of its obligation because the insured person refuses to release the doctor from his obligation to confidentiality and not enable AGA to determine its obligation in any other way;
4. Provide suitable evidence of the nature of the trip in accordance with the contractual data;
5. Provide suitable evidence of the start date of the trip.

§ 7 When does AGA pay compensation?

Provided AGA has established its obligation to pay and the amount of the benefit, compensation will be paid within two weeks. Payment will be made solely by transfer into a bank account.

§ 8 What happens should the insured person have claims for damages against third parties?

1. In accordance with the provisions of the law, claims for damages against third parties are transferred to AGA up to the amount of the payment made, provided that the insured person does not incur any disadvantage as a result.
2. Subject to this limitation, the insured person is required to confirm the transfer of rights in writing, should AGA request this.
3. Obligations by other insurers or social insurance institutions to pay benefits have priority over AGA's obligation to indemnify. AGA will be obliged to pay in advance provided claims are initially made against it through the submission of original invoices.

§ 9 When does the insured person lose entitlement to insurance benefits if obligations are infringed or should the claim have become time expired?

1. Should an obligation have been deliberately infringed, AGA is absolved from its obligation to pay benefits; in the event of a grossly negligent infringement, AGA is entitled to reduce the benefit in proportion to the seriousness of the insured person's infringement.

2. The insured person is required to prove that he was not guilty of gross negligence. Except in cases of fraudulent intent, AGA is required to pay benefits provided that the insured person can prove that the infringement of the obligation was the cause neither of the occurrence nor the discovery nor the degree of AGA's obligation to provide benefits.
3. The claim to insurance benefits will expire in three years calculated from the end of the year in which the claim occurred and the insured person learnt of the circumstances justifying the assertion of a claim or should have learnt in the absence of gross negligence.

§ 10 What is the stipulated form for the submission of declarations of intent?

1. Notices and declarations of intent by the insured person and the insurer must be in text form (e.g. by letter, fax or e-mail).
2. Insurance brokers are not authorised to accept such documents.

§ 11 Which court in Germany is responsible for the assertion of claims under the insurance contract? Which law is applicable?

1. At the insured person's option, the place of jurisdiction is Munich or the place in Germany in which the insured person has his permanent residence or his habitual place of abode at the time the suit is filed.
2. The contractual relationship is subject to German law unless this contradicts international law.

Travel service insurance

(abbreviated to: AVB RS 08 KI FDD)

Note:

AGA Service Deutschland GmbH, Bahnhofstr.16, 85609 Aschheim, (hereafter referred to as "the assistance") has been appointed to provide the services as part of travel service insurance.

§ 1 Which services are provided by AGA?

1. AGA offers the insured person help and support in the following emergency cases during the trip and, subject to the conditions referred to, also pays the costs incurred. AGA reserves the right to check cover; as a matter of principle, services provided and undertakings to pay costs by the assistance and the appointment of service providers do not constitute an admission of AGA's obligation to pay compensation to the insured person under the insurance contract.
2. The insured person is required to make contact with the assistance immediately in order to use these services in an emergency.
3. Should the insured person be unable to claim the recovery of amounts advanced by AGA as compensation, he will be required to reimburse these amounts to AGA within a month of the end of the trip.

§ 2 What help does the assistance offer in the event of an illness or an accident during the trip?

1. Outpatient treatment
On request, the assistance will provide information on the possibilities of medical care and will suggest, wherever possible, a German or English-speaking doctor. The assistance will not however establish the contact to the doctor.
2. Inpatient treatment
Should the insured person receive inpatient treatment in a hospital, the assistance will provide the following services:

- a) Care
If required, AGA will establish contact through its panel doctor between the insured person's own doctor and the hospital doctors responsible for treatment; it will ensure that information is exchanged between the doctors concerned. If requested, AGA will inform the insured person's relatives.
- b) Visits to the patient
Should the insured person be undergoing inpatient treatment lasting more than 10 days, the assistance will organise on request a visit by a relative of the insured person to the hospital and the return trip. AGA will pay travel costs but not costs of accommodation.
- c) Undertaking to pay costs
In the event of inpatient treatment, AGA will give the insured person an undertaking to pay costs up to the amount agreed in the contractual data. This undertaking does not however imply acknowledgement of an obligation to pay benefits. AGA will settle all costs with the responsible institution in the name of the insured person. Should neither the health insurer nor any third party assume the costs advanced by AGA, the insured person will be required to reimburse these amounts to AGA within a month of the end of the trip.
3. Patient repatriation
As soon as the panel doctor appointed by the assistance, in consultation with the local doctors treating the insured person, believes that it is medically expedient and decides accordingly, the assistance will organise repatriation to the nearest suitable hospital to the insured person's place of residence using appropriate means of medical transportation (including ambulance aircraft). AGA will pay any additional costs compared with those of the return trip originally planned.
4. Should it no longer be possible to look after children under the age of 15 travelling with the insured person on account of his death, severe accident injury or an unexpected grave illness, the assistance will organise the journey back to their place of residence as well as, if necessary, that of an accompanying adult and will also pay the costs. AGA will pay any additional costs compared with those of the return trip originally planned.

§ 3 What help does the assistance provide in procuring necessary pharmaceuticals during the trip?

The assistance, in consultation with the insured person's own doctor, will as far as possible organise the procurement of medically prescribed pharmaceuticals and their transportation to the insured person. The insured person will be reimbursed any costs that might be incurred in picking up these pharmaceuticals as well as clearing them through customs. The insured person will be required to reimburse the costs of these pharmaceuticals to AGA within a month of the end of the trip.

§ 4 Which services does the assistance provide in the event of the death of the insured person?

Should the insured person die during the trip, the assistance will, according to the relatives' wishes, arrange for burial abroad or the repatriation of the deceased person to a place of burial in the insured person's country of permanent residence and will pay the costs. This does not include the costs of buying a grave, gravestone or holding a funeral service.

§ 5 What services does the assistance offer in other emergencies?

- Loss of means of payment for the trip and travel documents
 - Should the insured person experience a financial emergency because of the loss of all means of payment for the trip, the assistance will establish contact with his bank at home. The assistance will help the insured person's bank in transferring the amount provided to the insured person.
 - Should it not be possible to contact the insured person's bank within 24 hours, the assistance will provide him with a bridging loan up to the amount stipulated in the

contractual data. This amount must be repaid to AGA within one month of the end of the trip.

- The assistance will help to block the appropriate accounts should credit cards or cheque / (Maestro) debit cards be lost. The assistance is not however liable that the blocking is correctly carried out nor for any financial damage incurred.
 - Should travel documents be lost, the assistance will help the insured person in obtaining replacement documents. AGA will reimburse the official fees charged for issuing the lost travel documents.
- Criminal prosecution proceedings
Should the insured person be arrested or threatened with arrest, AGA will provide help in procuring a lawyer and an interpreter. AGA will advance the court costs and the costs of a lawyer and interpreter and, if necessary, bail for a criminal offence, up to the relevant amount agreed in the contractual data. The insured person is required to repay the costs advanced immediately on his return, at the latest however within a month of their payment by AGA.
 - SOS message for travellers
Should it be necessary to recall the insured person from the trip by radio on account of the death or illness of a close relative or as a consequence of serious damage to his financial position, the assistance will attempt to arrange an SOS call. AGA will pay the associated costs.

§ 6 What costs will AGA pay in the event of search, rescue and recovery measures?

AGA will pay compensation for the costs of search, rescue and recovery up to the amount agreed in the contractual data should the insured person have to be rescued or recovered following an accident.

§ 7 What telephone services does the assistance offer?

The assistance will provide the following telephone services:

- Medical helpline
 - The assistance's medical service is available to the insured person around the clock.
 - The services of the "medical helpline" may be used during or prior to the trip (preventive consultation).
They include:
 - Advice on vaccinations;
 - Advice on tropical medicine;
 - Advice on the nature and spread of illnesses in the holiday location;
 - Suggestions on putting together a holiday first-aid kit for certain travel destinations;
 - General measures of preventive medicine and rules of behaviour whilst travelling;
 - Recommendation of identical or similar medicines in foreign countries;
 - Names of German or English-speaking doctors abroad.
- Contacts with specialists
The assistance will establish contacts with specialists in foreign countries:
 - Interpreters;
 - Translators;
 - German and English-speaking lawyers;
 - German and English-speaking motor vehicle appraisers (only in Europe and Mediterranean countries outside Europe);
 - German or English-speaking doctors.
- Interpreter service
Should language support be possible and necessary in an emergency, the assistance will provide the person in need with help by telephone through an interpreter.
- Documents depot
At the insured person's request, the assistance will archive copies of important

documents. Should the originals be lost or stolen, the assistance will send photocopies of the required documents. The relevant data sheet must be requested from the assistance for registration purposes.

Foreign travel health insurance

(abbreviated to: AVB RK 14 KI FDD)

§ 1 What is insured?

1. The costs of treating acute illnesses and accidents occurring whilst travelling abroad are insured up to the amount agreed in the contractual data.
2. Countries in which the insured person has a permanent place of residence are not considered abroad.

§ 2 What costs will be reimbursed in the event of treatment abroad?

1. AGA reimburses the costs of necessary medical treatment abroad. This includes the costs of
 - a) Outpatient treatment by a doctor;
 - b) Curative treatments (including x-ray diagnostics), pharmaceuticals and bandages / dressings as well as physical-medical services (radiation, heat, light and other physical treatment) prescribed by a doctor for the insured person;
 - c) Inpatient treatment in a hospital including non-deferrable operations. Necessary treatment of acute complaints during pregnancy and non-deferrable medically indicated abortions as well as the delivery of premature babies up to the 36th week of a pregnancy and miscarriages are also covered. In the case of a premature birth (contrary to § 1 AVB AB KI FDD), necessary costs of treating the newly-born child up to an amount of € 100,000.00 in a foreign country are also paid;
 - d) Medically required transport of a sick person for inpatient treatment at the nearest hospital in a foreign country and return to the accommodation;
 - e) Medically required transport of a sick person for outpatient treatment at the nearest hospital in a foreign country and return to the accommodation; compensation is limited to € 200.00 for each insurance claim;
 - f) Medically required aids (e.g. crutches, rental of a wheelchair, leg-braces) up to € 250.00 per insurance claim unless anything different is agreed in the contractual data; medically required aids necessitated by an injury as a consequence of an accident up to an amount of € 1.000.00 per insurance claim unless anything different has been agreed in the contractual data;
 - g) Dental treatment to alleviate pain including simple fillings and repairs to dentures and temporary solutions as well as provisional replacement of teeth following an accident up to an amount of € 250.00 unless anything different has been agreed in the contractual data;
 - h) The procurement of artificial limbs and heart pacemakers initially necessitated due to accidents or acute illnesses occurring during the trip and that serve the treatment of the consequences of an accident or illness.
2. AGA will reimburse the costs of curative treatment up to the day on which the medical finding is issued that no further treatment is required.
3. Lump-sum reimbursement of expenses
Should a third party pay the costs of medically required complete inpatient curative treatment abroad, unless the contractual data provides for anything different, AGA will pay a lump-sum reimbursement of expenses (telephone, TV, additional meals costs also for visitors etc.) up to a maximum amount of € 31.00 a day. The insured person cannot incur any financial disadvantage due to a division of costs with another insurer since AGA will, if necessary, waive a contribution to costs by the other insurer or compensate the insured person for the disadvantage.
4. The insured person will pay the agreed excess in accordance with the contractual data.

§ 3 What additional services does AGA provide?

The assistance's medical service will support the insured person in finding medical treatment centres in the event of acute illnesses and accidents during the insured trip. Depending on the provisional telephone diagnosis, the nearest doctor or hospital offering the highest medical standard in the particular case will be recommended.

Provided that the insured person follows the recommendation made by the assistance, contrary to § § 1 and 2 AVB RK 14 KI FDD, the following additional services will be provided:

1. Payment of proven necessary telephone costs;
2. Payment of proven transport costs to the recommended medical treatment centre;
3. Accommodation for an accompanying relative in or close to the hospital provided that his / her constant presence is required as part of the fully inpatient treatment of the insured person, up to a maximum amount of € 80.00 per day for up to eight days. or alternatively
4. Payment of proven costs for trips by an accompanying relative to visit the insured person locally up to a maximum amount of € 25.00 per day limited to five days.

§ 4 What limitations on insurance cover should you be aware of?

1. Provided that nothing different has been agreed in the contractual data, no insurance cover is provided for
 - a) Curative treatment and other medically prescribed measures that are a reason for the trip;
 - b) Curative treatment and other medically prescribed measures, the necessity for which the insured person was or must have been aware of given circumstances known to him before undertaking the trip or at the time the insurance was concluded;
 - c) Dental treatment beyond treatment to alleviate pain, repairs to dentures and temporary measures;
 - d) Massage and wellness treatment, fango and lymph drainage not medically prescribed for the insured person, acupuncture treatment and the procurement of artificial limbs and medical aids not included under § 2 No. 1 f) or h) AVB RK KI FDD;
 - e) Treatment of alcohol, drug and other addictions or of illnesses or accidents caused by the abuse of alcohol, drugs or medicines and for attempted or successful suicide and its consequences. Should the accident not occur in connection with the use of a motor vehicle by the insured person on public roads, alcohol abuse is not established until an examination by the police or by a doctor carried out during the accident on account of a suspected blood alcohol level of 1.1 per thousand;
 - f) Childbirth after the 36th week of a pregnancy as well as abortions not medically indicated or deferrable and their consequences;
 - g) Treatment or accommodation due to infirmity, the need for care or custody;
 - h) Psychoanalytical and psychotherapeutic treatment and hypnosis;
 - i) Treatment of injuries suffered as a result of active participation in competitive sporting events and the associated training should the purpose of participation be a source of income of any kind in order to secure a living (e.g. regular income, prize money, benefits from advertising or sponsorship contracts);
 - j) Treatment by spouses, lifetime partners, parents or children. Proven expenses-in-kind will be reimbursed according to tariff.
2. AGA may reduce the benefit to an appropriate amount should the curative treatment or any other measure exceed what is medically necessary.
The fees and expenses charged may not exceed what is generally considered to be customary and reasonable in the country concerned. Otherwise, AGA may reduce reimbursement to the rates customary in the country.

§ 5 What must the insured person do under all circumstances in the event of a claim (obligations)?

The insured person is required

1. In the event of inpatient treatment in a hospital, to make contact with the assistance immediately before any extensive in or outpatient diagnostic or therapeutic measures are undertaken and before making any statements regarding payment; AGA will reimburse up to €25.00 for proven costs incurred in making contact;
2. To consent to be transported or to travel back to the home country if in a fit state to be transported should the assistance approve a return depending on the type of illness and the patient's need for treatment;
3. To submit invoices to AGA, as originals or duplicates with an original stamp of receipt, for benefits granted by another insurer; these will become AGA's property.

Transport accident insurance

(Abbreviated to: AVB VU 14 KI FDD)

§ 1 What is insured? What constitutes an accident?

1. AGA will provide insurance benefits from the agreed sum insured should an accident during the trip whilst using a means of transport or in the event of overnight accommodation in a hotel in accordance with the contractual data entail the death or permanent invalidity of the insured person.
2. An accident will have occurred
 - a) Should the insured person involuntarily suffer damage to his / her health as a result of a sudden external event impacting his / her body;
 - b) Should a limb be dislocated or muscles, tendons, ligaments or capsules be pulled or torn as a result of over-exertion.

In the event of frostbite, the benefits referred to under § 5 no. 2 will be granted.

§ 2 Under what circumstances is no insurance cover provided?

The following circumstances are not covered by the insurance:

1. Accidents caused by mental disturbances or impaired consciousness, strokes, cramp attacks that affect the whole body as well as pathological disturbances as a result of psychic reactions; this also applies should the condition be due to the influence of alcohol or drugs;
2. Accidents incurred by the insured person whilst intentionally committing a crime;
3. Accidents incurred by the insured person as pilot of an aeroplane (also hobby aircraft) as well as any other member of the crew of an aircraft;
4. Damage to health caused by healing measures and other surgical actions on the insured person's body carried out with his consent, radiation, infections and poisoning unless these are due to the accident;
5. Internal bleeding and cerebral haemorrhage unless the accident suffered during the trip is the predominant cause;
6. Pathological disturbances as a result of psychic reactions, irrespective of how they were caused.

§ 3 What benefits does AGA provide in the event of the insured person's death?

Should the accident lead to the insured person's death within a period of one year, AGA will pay the heirs the agreed sum insured in the contract data.

§ 4 What benefits does AGA provide in the event of the insured person's permanent invalidity?

Should the accident lead to a permanent impairment of the insured person's mental or physical capacity (invalidity) he / she will be entitled to a claim from the sum insured for invalidity in accordance with the contractual data.

1. Invalidity must occur within a period of one year at the latest after the accident and also be medically established and claimed within a further period of three months.
2. The amount of compensation is governed by the degree of invalidity. Subject to exclusion of evidence of greater or lesser invalidity, the following degrees of invalidity apply
 - a) In the event of the loss or incapacity

of an arm	70 %
of a hand	55 %
of a thumb	20 %
of a finger	10 %
of a foot	40 %
of a toe	05 %
of an eye	50 %
of hearing in one ear	30 %
of the sense of smell or taste	10 %
 - b) In the event of the partial loss or an impairment of the functioning of one of these limbs or senses, the appropriate part of the percentage will be determined by a).
 - c) Should limbs or senses be affected by the accident but their loss or incapacity not be dealt with in a) or b), compensation will be governed by the extent to which normal physical capacity is impaired, solely in accordance with medical considerations.
 - d) Should the accident have affected several physical or mental functions, the degrees of invalidity governed by 2 a) to c) will be added together up to maximum compensation of 100 %.
3. Should the accident have affected a physical or mental function that was already permanently impaired beforehand, a deduction equivalent to this previous invalidity will be made. This will be calculated in accordance with no. 2.
4. There will be no entitlement to invalidity benefit should death occur as a result of the accident within a year.
5. Should the insured person die within a year for reasons unrelated to the accident or more than a year after the accident and should he / she have been entitled to invalidity benefit, compensation will be paid in accordance with the degree of invalidity that would have been anticipated on the basis of the most recent medical finding made.

§ 5 What restrictions are benefits subject to?

1. Should illnesses or handicaps have also played a role in the damage to health caused by the accident or its consequences, compensation will be reduced in accordance with the share accounted for by this illness or infirmity, provided that this share is at least 25 %.
2. Unless anything different has been agreed in the contractual data, a maximum of 10 % of the relevant sum insured will be paid in the event of death or invalidity as a result of frostbite.
3. Should several persons covered by the insurance policies referred to in the contractual data have been injured as a result of the insured event and should the total amounts insured exceed the amount referred to in the contractual data, AGA's total compensation for all the insured persons collectively will be limited to this amount. The agreed sum insured for each individual person will be reduced in accordance with this relationship.
4. The sums insured referred to in § 3 and § 4 represent the maximum benefits for each cardholder, irrespective of whether the insurance cover is provided by one or more cards referred to in the contractual data.

§ 6 Which additional benefits does AGA provide after an accident?

1. Lump-sum recovery of expenses in the event of inpatient treatment
 - a) Provided that this has been agreed in the contractual data, AGA will pay a lump-sum amount equal to the amount agreed, without receipts, for the recovery of expenses for telephone, TV and additional meals also for visitors for every calendar day on which the insured person is fully subject to medically required inpatient treatment of the consequences of an accident, subject however to a maximum of two years calculated from the day of the accident.
 - b) No lump-sum amount for the recovery of expenses will be paid during a stay in sanatoriums, convalescent homes and spa institutions.
2. Should the insured person require a cosmetic operation after treatment of his / her injuries has been completed, AGA will participate in the costs with the amount referred to in the contractual data unless a social insurance scheme or private insurer is liable to provide benefits.

§ 7 What must be done after an accident has occurred (obligations)?

The insured person is required

1. To have himself examined by doctors appointed by AGA; AGA will pay the necessary costs of the examination including any loss of earnings incurred as a result;
2. To release the doctor treating the insured person or assessing his / her condition, other insurers and public authorities from the obligation to confidentiality.

§ 8 When does AGA pay insurance benefits on account of permanent invalidity?

1. As soon as AGA has received the documents that must be submitted to prove the cause and the consequences of the accident and on the conclusion of the healing procedures required in order to determine invalidity, it is required to state within three months whether and for what amount it recognises a claim.
2. Should AGA acknowledge the claim, the insurance benefit will be paid within two weeks.
3. Invalidity benefit can only be claimed prior to the conclusion of treatment within a year of the accident up to the sum insured in event of death.
4. The insured person and AGA are entitled to have the degree of invalidity re-assessed by a doctor every year for a maximum period of three years subsequent to the accident. This right must be exercised prior to the deadline. Should the final examination establish a higher invalidity benefit than AGA has already provided, the additional amount will earn interest at the rate of 5 % per annum.

Recovery costs as part of transport accident insurance

§ 1 Which costs does AGA pay in the event of search, rescue and recovery measures?

Unless other insurance exists, AGA will pay costs up to the amount agreed in the contractual data for

1. Search, rescue and recovery assignments carried out by rescue services authorised accordingly;
2. First aid;
3. Transport to the nearest hospital including necessary additional costs incurred for the return trip to the home location as a result of the accident;
4. Return of accident victims to their home location.

§ 2 When is insurance cover provided?

Insurance cover is provided if the insured person has to be rescued or recovered because he / she

1. Has suffered an accident whilst using a means of transport or spending the night in a hotel in accordance with the contractual data,
2. Is in an emergency (e.g. in mountains or at sea) or
3. Is missing and it is feared that he / she has had an accident.

Foreign travel motor vehicle accident and breakdown insurance

(Abbreviated to: AVB ASB 14 KI FDD)

§ 1 What is insured?

1. AGA will provide practical help and support through its assistance should the insured person travelling be unable to continue the journey because
 - It is no longer possible to use the vehicle in which the trip is undertaken due to a breakdown or an accident or because the vehicle has been stolen;
 - None of the persons travelling on the trip are able to continue the journey as a consequence of illness, an accident or death.
2. AGA will pay the costs of restoring the vehicle's mobility or of the continuation of the journey subject to the terms of the contractual data.

§ 2 To what vehicles and trips does the insurance apply?

Insurance cover applies

1. To the following vehicles:
 - The cardholder or co-insured persons' (own) vehicle;
 - A company car provided for the cardholder's use;
 - A hire car.Insurance cover is only provided for one vehicle at one time.
2. For damage incurred within the area of validity stipulated in the contractual data;
3. Provided that the insured person was in possession of the stipulated driving licence.

§ 3 What assistance does AGA provide in order to restore the vehicle's mobility?

1. Should it not be possible to continue the journey immediately following the breakdown of or an accident to the vehicle used for the journey, the assistance will provide help in arranging the restoration of the vehicle's mobility at the place where the damage occurred by means of a breakdown vehicle or by towing the vehicle to the nearest repair workshop.
2. AGA will pay the costs of breakdown assistance and of towing the vehicle up to the amount referred to in the contractual data, whereby the costs of breakdown assistance will be deducted from the costs of towing the vehicle.
3. Should it not be possible to obtain the replacement part to restore the vehicle's mobility locally in a foreign European country, the assistance will arrange their fastest possible dispatch. AGA will pay the freight costs. AGA will also pay any necessary costs incurred in the one-way return of exchanged engines, gears or axles.
4. The costs of repair and replacement parts are not insured.

§ 4 What assistance does AGA provide should it not be possible to repair the vehicle quickly or should it be a total write-off?

1. Should the vehicle be restored to mobility at the place where the damage occurred or in the vicinity, but should this not be possible on the day on which the damage

occurred and the cardholder and the co-insured persons therefore be required to spend the night at the location of the repair workshop or at the nearest location with overnight accommodation, AGA will pay the costs of one overnight stay by the cardholder and the co-insured persons up to the amount referred to in the contractual data.

2. Should the vehicle still not be in a condition to be driven on the day following the damage, AGA will pay for additional nights' accommodation in accordance with number 1 until the vehicle is restored to mobility, AGA will pay for a maximum of two additional nights' accommodation.
3. Should it not be possible to restore the vehicle to mobility at the place where the damage occurred or in the vicinity within three working days following a breakdown or an accident, and should neither a commercial nor a technical write-off have occurred, the assistance will organise on request the repatriation of the vehicle to the cardholder's place of residence or transportation to the destination should repair at the destination be possible. AGA will pay the costs of the repatriation or the continued transportation of the vehicle (to the destination). This is conditional on it not being possible to restore the vehicle to mobility at the place where the damage occurred or in the vicinity and the costs of a repair do not exceed the domestic replacement value of the vehicle on the day the damage occurred. The replacement value is the purchase price that must be expended in order to acquire a used vehicle of similar value.
4. Should the vehicle in which the journey is undertaken suffer a total write-off following a breakdown or an accident
 - The assistance will if necessary arrange for the vehicle to be scrapped. AGA will pay the costs incurred;
 - The assistance will provide help in carrying out customs formalities should it be necessary to pay customs duty on the vehicle in a foreign country following a total write-off or theft. AGA will pay the costs of the procedure but not the amount of customs duty and taxes.

§ 5 What costs does AGA reimburse should it not be possible to continue the journey with the vehicle used during the trip?

Should it not be possible to continue the journey with the vehicle used for the journey due to the fact that the vehicle cannot be used, § 4 or on account of theft, AGA will pay the costs up to the amount and for the length of time referred to in the contractual data:

1. For necessary overnight stays at the place where the damage occurred for all authorised passengers travelling with the vehicle used for the trip or
2. For the continued journey to the destination of the trip and back to the repair workshop at the place where the damage occurred or back to the cardholder's place of residence and, for the cardholder himself or a person appointed by him, from the cardholder's place of residence to the repair workshop where the damage occurred, taking the shortest route travelling 2nd class (plus additional charges) with public transport in each case as well as trips by taxi to and from the nearest accessible public transport. Should the destination be located outside the agreed area of validity, compensation will be limited to travel undertaken within the agreed area of validity. This limitation will not apply in the case of theft and a total write-off. A similar replacement vehicle may be hired as an alternative to travelling by public transport.

§ 6 What assistance does AGA provide should it not be possible to continue the trip with the vehicle in which the trip was undertaken due to the incapacity of the driver and what costs are paid?

Should neither the insured person nor an accompanying person in the vehicle be able to continue the drive or undertake the return journey due to the unexpected illness, injury or death of an accompanying person during the trip, the assistance will organise:

1. The repatriation of the vehicle together with the people travelling in the vehicle and their luggage to the cardholder's place of residence using a substitute driver;
2. Overnight stays of the cardholder and the insured persons necessitated by incapacity of the driver up to the time that the vehicle is picked up for the length of time referred to in the contractual data.
AGA will pay the costs of repatriating the vehicle up to the amount referred to in the contractual data as well as any additional costs for returning the authorised passengers in the vehicle used in the journey as well as the travel costs of the person appointed to accompany them compared with the costs of the return journey originally planned.

§ 7 In which cases is no insurance cover provided?

No insurance is provided

1. For damage due to participation in motor events in which the aim is to achieve a maximum speed or in related test-drives;
2. Should the cardholder or insured persons be using the vehicle commercially to transport others or have rented the vehicle commercially at the time the claim occurred.

Travel liability insurance

(Abbreviated to: AVB RH 14 KI FDD)

§ 1 What risk is assumed by AGA?

AGA offers insurance cover against liability risks in everyday life provided that claims are lodged against the insured person by a third party on account of an incident in which damage occurs during a trip due to the provisions of liability law in the field of civil law. Such incidents are the death of or injury or damage to the health of another person (personal damage) or damage to or the destruction of objects (property damage).

§ 2 In what way does AGA protect the insured person from liability claims and to what extent does it provide compensation?

1. AGA checks liability, resists unwarranted claims and pays compensation due from the insured person. AGA reimburses compensation provided that it acknowledges the obligation to provide compensation or approves the insured person's admission of liability. AGA will also pay compensation should it conclude or approve a settlement or should a court of law have passed judgement.
2. Should the injured party or his legal successor pursue the warranty claim through the courts, AGA will conduct the litigation at its own expense in the name of the insured person.
3. Should the settlement of a liability claim demanded by AGA through admission, satisfaction or a settlement fail due to objections by the insured person, AGA will not be required to pay the additional costs in the main proceedings, interest and costs.
4. The amounts insured referred to in the contractual data represent the maximum limit of benefits provided by AGA.

§ 3 What risks are not covered?

Liability is excluded for the following

1. Liability claims
 - a) should they exceed the insured person's legal liability on the grounds of a contractual or other commitment;
 - b) between insured persons and their accompanying relatives travelling together;
 - c) on account of the transmission of an illness by the insured person;

- d) on account of damage due to a professional activity;
 - e) to a salary, a retirement pension, wages or some other established remuneration, subsistence, medical treatment in the event of service disability and welfare claims;
 - f) to fulfilment of contracts, subsequent fulfilment, from self-help, rescission, reduction in price, to compensation instead of performance, to compensation for pecuniary damage, on account of delayed performance or on account of a liability to provide compensation in place of performance. This also applies should the claims relate to legal claims.
2. Liability claims against the insured person
- a) arising from hunting and from damage as a consequence of participation in horse, cycle or motor racing, boxing or wrestling as well as preparations for the same;
 - b) on account of damage to third party property hired or borrowed by the insured person, obtained by unlawful interference or of which he has custody. Liability arising from damage to rooms in buildings during a trip is however covered, particularly to rented holiday apartments and hotel rooms or accommodation but not movable property. Should the insured person be staying with hosts privately however, liability claims due to damage to the hosts' movable property is also covered up to the amount referred to in the contractual data; no insurance cover is however provided for liability claims on account of wear and tear, normal use or excessive use;
 - c) as owner, possessor, holder or driver of a motor vehicle, aircraft or motor-powered boat on account of damage resulting from use of the vehicle;
 - d) as the owner of animals;
 - e) for risks directly related to the deliberate and illegal commission of a crime.

§ 4 What must the insured person do under all circumstances in the event of an insured event (obligations)?

An insured event is an event in which damage occurs that could entail liability claims against the insured person.

1. Every insured event must be reported to AGA immediately in writing.
2. The insured person must notify AGA immediately should investigative proceedings be issued or an order for summary punishment be issued even if AGA is already aware of the insured event.
3. Should a claim for compensation be lodged against the insured person, AGA must be notified within a week of the claim being lodged.
4. The insured person is also required to notify AGA should a court of law or state institutions be involved in pursuing a claim.
5. Taking account of AGA's instructions, the insured person is required to reduce the damage as far as possible and to do everything that might assist in clarifying the case. It is required to submit a comprehensive and truthful claim report and to notify all circumstances associated with the event that caused the damage and to submit appropriate correspondence.
6. Should the liability claim come to court, the insured person is required to leave litigation to AGA, to give the lawyer appointed or named by AGA power of attorney and to provide all information that the lawyer or AGA believe to be necessary. The insured person is required to submit an objection within the stipulated deadline to any judgements on compensation issued by a court or state institution, without waiting for instructions from AGA, or to resort to the required legal remedies.
7. Should the insured person obtain the right, due to changed circumstances, to demand the cancellation or reduction of a pension that is required to be paid, he is required to have this right exercised in his name by AGA. The provisions of numbers 3 to 5 will apply as appropriate.
8. AGA is deemed to be authorised to issue any declarations in the name of the insured person that it considers expedient in order to resolve or to resist the claim.

Additional liability insurance for hire cars

(Abbreviated to: AVB MWH 14 KI FDD)

§ 1 What risk is insured by AGA?

1. AGA offers supplementary insurance cover to back up vehicle liability risk cover should the amounts insured concluded for vehicle liability insurance on a hire car not be sufficient in order to cover personal and property risks due to an accident caused by the insured person.
2. The contractual agreed amounts covered per incident may be found in the contractual data. Should an uninterrupted series of events that can be delineated as regards both the location and the time give rise to several insured events, this will be defined as a single event, irrespective of the number of injured parties affected.

§ 2 Is additional liability insurance subject to any particular pre-conditions?

1. Insurance cover is conditional on vehicle liability insurance already having been concluded for the hire car that complies at least with the legal requirements in the country concerned.
2. AGA does not provide insurance cover until the basic cover concluded by the car hire company and any other insurance covering the hire car's vehicle liability insurance has been used and fully exhausted.
3. A possible excess as part of the hire car's liability insurance is not covered.
4. Damage to the hire car itself and any pecuniary damage to which this might give rise is not insured.

§ 3 In what situations is insurance cover not provided?

No insurance cover is provided should at the time of the accident the insured person

1. not have been entitled to drive the hire car in accordance with the hire company's contract;
2. not have been in possession of the driving licence stipulated in order to drive the vehicle;
3. have suffered from impaired consciousness due to the influence of alcohol, medicines or drugs.

§ 4 In what way does AGA protect the insured person from liability claims and to what extent does it provide compensation?

1. AGA verifies liability, resists unwarranted claims and pays compensation due to the insured person.
2. Should the injured party or his legal successor pursue the claims in the courts, AGA conducts litigation at its expense in the name of the insured person.
3. Should the settlement of a liability claim demanded by AGA through admission, satisfaction or a settlement fail due to objections by the insured person, AGA will not be required to pay the additional costs in the main proceedings, interest and costs.
4. The amounts insured referred to in the insurance policy and the summary of benefits represent the maximum limit of compensation provided by AGA.

§ 5 What risks are not covered?

1. Insurance cover does not extend to liability claims
 - a) Should they exceed the scope of the insured person's legal liability due to contractual or other commitments;
 - b) That arise due to a driver not authorised to drive according to the rental contract or should an unauthorised driver use the vehicle;
 - c) For damage due to participation in motor events in which the aim is to achieve a maximum speed or in the related test-drives;
 - d) To claims associated with criminal law, particularly punitive and exemplary

damages;

- e) For damage that occurs whilst the insured person was acting in contravention of the hire car contract.
2. Insurance cover does not include service fees that might be charged by the car hire company in the event of damage.

§ 6 What must the insured person do under all circumstances should an insured event occur (obligations)?

1. AGA must be notified of every insured event immediately. An insured event is an event in which damage occurs that could entail liability claims against the insured person.
2. The insured person is required to report to AGA immediately any kind of claim for compensation whatsoever lodged against him/ her, at the latest however within a week of the claim having been lodged.
3. The insured person must notify AGA immediately should investigative proceedings be initiated or an order for summary punishment or order to pay be issued and should a trial be pending, even if AGA is already aware of the insured event.
4. Should the liability claim come to court, the insured person is required to leave litigation to AGA, to give the lawyer appointed or named by AGA power of attorney and to provide all information that the lawyer or AGA believe to be necessary. The insured person is required to submit an objection within the stipulated deadline to any judgements on compensation issued by a court or state institution, without waiting for instructions from AGA, or to resort to the required legal remedies.
5. AGA is deemed to be authorised to issue any declarations in the name of the insured person that it considers expedient in order to resolve or to resist the claim.

Hire car legal costs insurance

(Abbreviated to AVB MWRS 14 KI FDD)

Note:

Your contractual partner for insurance benefits stated here is Allianz Versicherungs-AG.

§ 1 What legal matters are covered by the insurance?

Hire car legal costs

- a) Cover is provided for the insured person in his/ her capacity as the lessee and driver of any self-drive car and any trailer he/ she hires and uses temporarily on land.
- b) Insurance cover includes
 - aa) Legal protection in pursuing compensation claims, provided that these do not relate to a breach of contract.
 - bb) Legal protection in contractual and material law in defending legal interests from private contractual obligations and rights in rem. Legal protection is also provided in contracts under the law of obligations concluded in the Internet.
 - cc) Legal protection in administrative law in defending legal interests in matters relating to traffic law held before public authorities and administrative courts.
 - dd) Legal protection in criminal law matters in providing defence against charges of traffic offences. Should the court establish that the insured person committed the offence deliberately, he/ she will be required to reimburse the insurer for costs incurring in providing defence on a charge of having acted deliberately;
 - ee) Legal protection in cases involving administrative offences in order to provide defence against charges of having committed an administrative offence in traffic law.

§ 2 When is an insured event present?

1. Insured event as a condition for a claim

As part of the legal matters covered, the insurer provides the required benefits within the meaning of § 3 for the insured person in order to enable him/ her to defend his/ her legal interests should an insured event have occurred and the risk in question is not excluded. The insured event must have occurred after insurance cover began (see § 3 of the Standard Terms and Conditions of Insurance) and before the cover ends.

2. Relevant events for the for the occurrence of an insured event

- a) As part of legal protection in cases of compensation (see § 1 b) aa)) the insured event will have occurred from the time of the first event that caused the damage or is supposed to have caused the damage.
- b) In all other cases, the insured event occurs from the time when the insured person or another has committed or is supposed to have committed an offence against legal obligations or provisions of the law. No cover will be provided if a declaration of intention or a legal transaction committed before insurance cover began has initiated the offence.

3. Relevant point in time for insured events extending over a period of time

Should an insured event extend over some time, the insured event will have occurred when this period of time began.

4. Relevant point in time in the case of several insured events

Should several insured events have been the reason for exercising the insured person's legal interests, the first event is crucial. No insured event occurring or, should it relate to an insured event over an extended period of time, ending more than a year before the beginning of insured cover will however be covered. Every insured event lasting longer than a year before the beginning of insurance cover or, should it relate to an insured event over an extended period of time, ends, will however not be considered (see § 3 of the Standard Terms and Conditions of Insurance).

5. Relevant point in time for the assertion of the claim

No insurance cover will be provided should the insured person first assert the claim to insurance cover of the subject matter concerned in the insurance later than three years after cover has ended.

§ 3 What benefits does the insurer provide after the insured event has occurred?

1. Payment of a lawyer

- a) Should the insured event occur domestically:

Following the occurrence of the insured event domestically, the insurer will reimburse the costs of a lawyer to act on behalf of the insured person. The insurer will provide this benefit up to the amount of the fee stipulated by law of a lawyer working at the location of the responsible court. In the cases in which the Law on Legal Fees has established no particular fee

 - for the provision of verbal or written advice or information (consultancy) not linked to any other activity subject to a fee and
 - for the preparation of a legal opinion

the insurer will pay a fee of up to € 250.00 per insured claim. Should the insured person live more than 100 kilometres (as the crow flies) from the responsible court and should his/ her interests be dealt with in a court of law, in the legal matters referred to in § 1 b) aa) to cc) the insurer will pay the costs of a lawyer practicing within the jurisdiction of your district court incurred in the first instance up to the amount of the fee of a lawyer who only handles relations with legal counsel.

b) Should the insured event occur in a foreign country:

Following the occurrence of an insured event in a foreign country, the insurer will, at the insured person's option, reimburse either the costs of foreign lawyer practicing at the location of the responsible court or of a lawyer registered domestically. Should the insured person choose a lawyer registered domestically, the insurer will pay his fee up to the amount of the fee stipulated by law that would have been incurred had the court at the place where the lawyer is located been responsible. § 3 paragraph 1 a) sentence 3 will apply as appropriate. Should the insured live more than 100 kilometres (as the crow flies) from the responsible court and should he /she have chosen a foreign lawyer, the insurer will pay the costs in the first instance of a lawyer practicing within the jurisdiction of your district court up to the amount of the fee stipulated in law of a lawyer who only handles relations with the foreign lawyer.

Should the insured event have occurred as a result of an accident with a motor vehicle in a foreign European country and should a settlement sought before the domestic claims management specialist or compensation agent be unsuccessful so that conclusive litigation in a foreign country is necessary, the insurer will also pay the costs of a domestic lawyer in reaching a settlement with the domestic claims management specialist or compensation agent up to the amount of a fee stipulated by law of 1.3 times for all his work. All the provisions relating to the lawyer will apply as appropriate in pursuing legal interests in a foreign country for legally and professionally qualified authorised representatives located there.

2. Reimbursement of court costs

The insurer will reimburse court costs including the expenses of witnesses and appraisers summoned by the court as well as the costs of the court officer.

3. Reimbursement of fees in arbitration or mediation proceedings

The insurer will reimburse the fees for arbitration or mediation proceedings up to the amount of fees incurred in the event of an appeal in the first instance to a responsible state court.

4. Reimbursement of costs in proceedings before administrative authorities

The insurer will reimburse the costs of proceedings before administrative courts including the payment of the expenses of witnesses and appraisers summoned by the administrative authority as well as the costs of enforcement through administrative channels.

5. Reimbursement of the customary costs of expert appraisers and interpreters

The insurer will reimburse the standard fees

- a) of a publicly appointed technical appraiser or a technical appraisal organisation having legal capacity in cases involving defence in criminal or administrative traffic law proceedings;
- b) of an expert appraiser based in the foreign country in cases in which compensation on account of damage to a motor vehicle and to a trailer occurring in the country are lodged;
- c) of an interpreter in connection with defence in criminal proceedings in a foreign country.

6. Reimbursement of travel costs

The insurer will pay the insured person's travel costs to a foreign court should his /her appearance as the accused or a party be stipulated and is required in order to prevent legal disadvantages. These costs will be paid up to the rates applicable to business trips undertaken by German lawyers.

7. Reimbursement of the opponent's costs

The insurer will reimburse the costs incurred by the opponent in exercising his legal rights should the insured person be required to reimburse these expenses.

8. Limitation of benefits to the amount insured

In every insured event, the insurer will only pay the maximum amount insured agreed in the contractual data. Should several insurance cases be linked as regards

their timing and their cause, the amount insured will only be provided once for these insured events.

9. Translation service

The insurer will ensure that written documents necessary to safeguard the legal interests of the insured person abroad are translated and will pay any costs incurred.

10. Loan in order to provide bail

Should bail have to be provided in order to temporarily spare the insured person criminal prosecution measures, the insurer will ensure payment of an interest-free loan up to the amount agreed in the contractual data.

§ 4 What rules apply to the selection of a lawyer?

Should the pursuit of the insured person's legal interests be necessary after an insured event has occurred, he /she may select the lawyer to be appointed from the group of lawyers whose fee the insurer will pay in accordance with § 3 paragraph 1. The insurer will select the insurer

- should the insured person demand this;
- should the insured person not select any lawyer and the insurer believes that the appointment of a lawyer as soon as possible is necessary.

Should the insured person not have appointed the lawyer already, the insurer will appoint him in his /her name. The insurer is not responsible for the lawyer's work.

§ 5 When and in which currency are the insurer's benefits due?

The insured person may demand that the insurer pay the costs it is due to pay as soon as he /she proves that he /she is required to pay or has already fulfilled this obligation.

Should the insured person have paid the costs in a foreign currency, the insurer will reimburse him /her with the costs in Euro at the exchange rate on the day that he /she paid the costs.

§ 6 Which benefits are not covered by the insurance?

1. Excluded costs

The insurer will not pay the following costs:

- a) Costs that the insured person has paid without any legal obligation;
- b) Costs incurred in a mutually agreed settlement should the result achieved not be proportionate to the result sought by the insured person, unless a division of costs different from this is stipulated by law.
- c) Costs incurred due to the fourth or additional compulsory enforcement measures per executory title;
- d) Costs due to compulsory enforcement measures initiated more than five years after the executory title has become law;
- e) Costs of all kinds of prosecution proceedings after a financial penalty or fine of less than € 250.00 has been imposed;
- f) Costs which some other person would be required to pay in the absence of legal costs insurance;
- g) Costs incurred due to the undisputed or non-insured part of legal protection cases only partly covered by the insurance. In such cases, the share of non-insured costs is calculated as follows
 - in cases referred to in § 1 b) dd), ee) according to the weight and the significance of the individual charges in the overall context (in particular the share of the penalty of fine imposed);
 - in all other cases, in accordance with the proportion of the non-insured part of the amount in dispute (within the meaning of the law on costs and fees) to the total amount in dispute.

2. Excluded legal matters

No insurance cover is granted in the pursuit of legal interests

- a) The cause of which is related to war, hostile acts, riots, domestic disturbances, strikes, lockouts or earthquakes;
- b) To resist claims for compensation, unless this is related to a breach of contract;
- c) In proceedings related to administrative offences and administrative proceedings on account of an infringement of stopping or parking restrictions;
- d) Resulting from other persons' claims or liability for other persons' obligations pursued by the insured person in his own name;
- e) Resulting from claims or obligations that were transferred to or that passed on to the insured person after the insured event has occurred;
- f) Resulting from the legal costs insurance contract against Allianz Versicherungs-AG as legal costs insurer or against a claims management company working on behalf of Allianz Versicherungs-AG;
- g) In proceedings before international or supra-national courts of law;
- h) Between several insured persons;
- i) Should there be a causal connection with a crime committed intentionally by the insured person. Should such a connection be established subsequently, the insured person will be required to reimburse any benefits that the insurer has paid on his/her behalf.

§ 7 What obligations must the insured person comply with?

1. Obligations prior to the occurrence of a legal protection case

As part of hire car legal costs insurance, at the time the insured event occurs, the driver must be in possession of the stipulated driving licence entitling him/her to drive a motor vehicle and the vehicle must be registered or display insurance identification.

2. Insured person's obligations to cooperate in pursuing a legal protection claim

Should the insured person make a claim under legal costs insurance, he/she is required to inform the insurer completely and truthfully of all the circumstances of the insured event and must also state the evidence and provide documents requested. The insurer will confirm the extent of cover granted in the case of the insured event. Should the insured person take measures to exercise his/her legal rights before the insurer has notified the extent of insurance cover, the insurer will only pay the costs incurred thereby provided that it would have borne the costs in the event of confirmation of insurance cover prior to the initiation of these measures.

3. Insured person's obligations to cooperate after the insured event has been reported

The insured person is required

- a) To inform the lawyer assigned to represent his/her interests completely and truthfully of the facts of the case, to state the evidence, provide possible information and to procure the necessary documents;
- b) To provide the insurer on request with information on the status of the case;
- c) Provided his/her interests are not unreasonably impinged,
 - aa) To agree with the insurer the cost of measures initiated, in particular to obtain the insurer's consent before resorting to legal remedies;
 - bb) To ensure that damage is minimised as required by § 82 of the German Law on Insurance Contracts ("VVG"). This means that litigation costs must be kept as low as possible. The insured person is required to choose the most economical of several possible courses of action by for example (list not conclusive):
 - not pursuing one or more trials when the objective can be achieved with only one trial (e.g. by amalgamating claims or asserting claims against joint and several debtors as misjoinders, extending the writ rather than issuing a new writ);
 - by renouncing (additional) applications for writs that are not or not yet required in the current situation;
 - by waiting until other court proceedings that might have actual or legal significance for the intended legal dispute become law before issuing a writ;

- by initially only suing for a reasonable part of the claims and by suspending the remaining claims that might have to be pursued through the courts until the decision on the partial claims has acquired legal effect;
- by granting the lawyer unconditional power of attorney that also includes pre-litigation activities in all matters in which only a brief deadline is set in which to file a writ or to submit legal remedies. In order to minimise the damage the insured person is required to obtain and to comply with the insurer's instructions. The insured person is required to instruct the lawyer in accordance with these instructions.

4. Insured person's obligation to provide information should he/she also be able to claim benefits under some other insurance

The insured person is required to give notice immediately should he/she be able to claim a benefit under other insurance contracts should an insured event occur. This information must state the other insurer.

5. Consequences of an infringement of obligations

The legal consequences of an infringement of these obligations are governed by § 9 paragraphs 1 and 2 of the Standard Terms and Conditions of Insurance. In accordance with the conditions referred to there, the insurer may be wholly or partly exempt from providing any benefits.

§ 8 In which cases do arbitration proceedings apply and what should be undertaken?

1. Cases in which legal protection is rejected

The insured person must be notified in writing and the reasons given should the insurer refuse legal protection

- a) because, taking account of the interests of all insured parties, the probable costs incurred in pursuing the legal interests are grossly disproportionate to the result sought or
- b) because in the cases referred to in § 1b) aa) - cc), the pursuit of legal interests does not offer a sufficient prospect of success.

2. Obligations prior to initiating arbitration proceedings

On informing the insured person of the rejection of legal protection, the insurer is required to point out to the insured person that

- a) Should he/she not agree with the insurer's opinion and continue to claim legal protection, he/she may demand within a month that the insurer initiate arbitration proceedings and that the insurer will pay the costs of the arbitration report;
- b) He/she is required to send the insurer within the deadline of one month all the information and documents that he/she believes to be essential in order to carry out the arbitration proceedings.

3. Initiation of arbitration proceedings

Should the insured person demand that arbitration proceedings be initiated, the insurer is required to

- a) To begin proceedings within a month and to notify the insured person accordingly.
- b) Should deadlines have to be complied with in order to safeguard the insured person's legal interests, to pay the costs of arbitration proceedings until the proceedings have been terminated to the extent necessary in order to comply with these deadlines. This is irrespective of the outcome of the arbitration proceedings. The right to legal protection will be deemed to have been acknowledged to the extent applied for should the insurer fail to initiate arbitration proceedings in time.

4. Arbitrator

An arbitrator is a lawyer who has been registered to practice in the profession for at least five years. He will be appointed by the president of the law society responsible for your place of residence. The insurer is required to provide the arbitrator with all the information and documents available to him that are essential for the conduct of the arbitration proceedings. The arbitrator will reach his decision in written proceedings.

His decision is binding on the insurer.

§ 9 How are benefits ranked should the insured person also be able to make claims under another insurance?

Should the insured person also be able to claim benefits for the insured event under an insurance policy with another insurer, this claim will have precedence over Allianz Versicherungs-AG's obligation to provide benefits (subsidiarity). The insured person is however free to choose the insurer to whom he/she reports the insured event. Should he/she report the insured event to Allianz Versicherungs-AG, this company will pay benefits in advance to the extent of its obligations.

Additional provisions applicable to all forms of insurance

How to make a complaint:

Our aim is to offer first-class benefits. It is also important to us to deal with your concerns. Please let us know directly should you not be satisfied with our products or services. You can send us your complaints on contractual matters or concerning claims by every method of communication. You can reach us by telephone at +49,89.6 24 24-460, by e-mail at service@allianz-assistance.de or by post at AGA International S.A., Complaints Management, Bahnhofstraße 16, D - 85609 Aschheim near Munich. You will find more detailed information on our complaints procedure under www.allianz-reiseversicherung.de/beschwerde.

You can also address complaints on all types of insurance to the responsible German regulatory agency: Bundesanstalt für Finanzdienstleistungsaufsicht (BaFin), Graurheindorfer Straße 108, D-53117 Bonn (www.bafin.de).

The contractual relationship is subject to German law unless this contradicts international law. The policyholder or persons insured may pursue claims arising from the insurance contract with the court responsible for the insurer's head office or branch office. Should the policyholder or insured person be a natural person, claims may also be pursued before the court in the area in which the policyholder or insured person has his permanent residence or, in the absence of a permanent residence, has his habitual place of abode at the time the complaint is lodged.

Data protection:

As required by the German Data Protection Law (BDSG), we inform you that, in the event of a claim, personal data required in order to fulfil the insurance contract data will be recorded and processed. Information might be sought from other insurers and enquiries from other insurers answered in order to check the application or the claim. Information will also be transmitted to the re-insurer.

You will be provided with the address of the respective recipient of the data on request.

Recording, processing and use of health data and forwarding data to other bodies:

The declarations of consent required to carry out or terminate your insurance contract were submitted at the time the contract was concluded. You will find explanations and information on data processing at the end of the terms and conditions.

General information in the event of a claim

What must be done in the event of a claim?

The insured person is required to keep the damage as low as possible and to provide evidence. Be sure therefore under all circumstances to keep appropriate evidence on how the damage occurred (e.g. confirmation of damage, attest) and on the extent of the damage (e.g. invoices, supporting documents).

How should you behave in the event of illness, injury or other emergencies during the trip (Travel service insurance)?

Please contact the assistance immediately in order that everything necessary can be undertaken.

How should you behave in the event of illness, injury or other emergencies during the trip (Foreign travel health insurance)?

In the event of serious injuries or illnesses, particularly before admission to hospital, please apply immediately to the assistance in order that adequate treatment can be ensured.

Please submit **original invoices** and/or **prescriptions** for the reimbursement of out-of-pocket expenses incurred locally.

Important:

The invoices must show the name of the person treated, the nature of the illness, the dates on which treatment took place and the individual medical services provided together with the appropriate costs. Prescriptions must contain information on the pharmaceuticals provided, the prices and the pharmacy's stamp.

What should you consider when making claims under the transport accident insurance?

Please make a note of the names and addresses of witnesses who saw the accident. Make sure you receive a copy of the police report should the police have been involved in investigations. Inform AGA and submit these documents and this information together with your claim report.

What has to be done in the event of a breakdown, accident or theft of a motor vehicle (Foreign travel motor vehicle accident and breakdown insurance)?

Please inform the assistance immediately, which will then take all necessary steps and inform you what has to be done next.

What do you have to consider in the event of claims under travel liability insurance?

Please note the name and addresses of any witnesses who observed the incident. Ensure that you obtain a copy of the police report should the police have been involved in the investigations. Notify AGA and submit these documents and this information with your claim report.

What do you have to consider in the event of claims under the additional liability insurance for hire cars?

Please note the name and addresses of any witnesses who observed the incident. Ensure that you obtain a copy of the police report should the police have been involved in the investigations. Notify AGA and submit these documents and this information with your claim report.

In the event of a claim, it is necessary that all claims vis-à-vis third parties should be satisfied initially from the basic cover. It is therefore advisable in the event of a major claim to call in assistance from the police in order to secure the evidence. Damage to the hire

vehicle itself is always excluded as part of this additional liability insurance. Should a court or the police demand that a deposit be put up or in the event of major damage where the legal situation is uncertain, the assistance can be reached at any time of the day or night under the telephone number provided.

What must you consider if you wish to call on legal assistance (Hire car legal protection insurance)?

Should you be threatened with litigation or should you wish to pursue your legal interests through the courts or feel compelled to do so, please report immediately and solely to AGA International S.A. at the address stated. In cases of emergency, please refer to the emergency service number of the assistance given above. They will forward your case immediately to the responsible claims department. Please observe the following in your report:

- Describe exactly and truthfully the circumstances and the sequence of events in the legal dispute.
- Under all circumstances, admit to any shortcomings in your behaviour.
- Agree with the experts from Allianz Rechtsschutz-Services how you intend to proceed.
- Do not miss any deadlines in submitting legal remedies. You alone bear the responsibility for compliance with these deadlines.

Declarations and information on data processing

1. Consent to the collection of health information and declaration granting relief from confidentiality obligation.

The declarations granting consent and release from the confidentiality obligation printed under I were prepared on the basis of an agreement between the German Insurers (GDV) and the data protection authorities.

The German laws on insurance contracts, data protection and other data protection regulations do not provide an adequate legal basis for the recording, processing and use of health information by the insurer. For this reason, we require your consent in accordance with data protection law. In the event of an insurance claim, we might require release from the obligation to confidentiality in order to be able to obtain health information from bodies bound to confidentiality (e.g. doctors).

Moreover, we also need your release from the confidentiality obligation in order to be able to forward information on your health and other data protected by § 203 of the German Penal Code, such as for example the existence of a contract with you, your customer number or data on identification, to other bodies, e.g. the Assistance, logistics or IT service providers.

The following declarations of consent are indispensable in order to implement or terminate your insurance contract (processing your claim). Should you decline to provide this information, it will generally not be possible to conclude a contract.

The declarations concern our handling information on your health and other data protected by the secrecy obligation (under 1), in connection with requests for information from third parties (under 2) and in forwarding it to bodies other than the insurer (under 3).

The declarations also apply to persons also covered whom you legally represent, e.g. for

your children, insofar as they not understand the significance of such consent and are therefore unable to submit declarations of their own.

1. Consent to recording, storing and using information about your health

I consent to AGA International S.A. recording, storing and using information on my health disclosed by me in future, provided that this is necessary in order to implement or terminate the insurance contract.

2. Requests for health data from third parties in order to verify an obligation to provide benefits

In order to verify an obligation to provide benefits, it may be necessary for us to verify information on the state of your health that you have provided in order to justify claims or that is derived from documents submitted (e.g. invoices, prescriptions, appraisals) or information from a doctor, for example, or some other member of a medical profession. The checks will only be carried out if they are necessary. We require your consent for this purpose, including release from the obligation to confidentiality for ourselves and for these bodies should information or other information covered by the confidentiality obligation have to be provided.

We will inform you in each individual case of the persons or institutions requiring information and for what purpose. You may then decide in each case whether you consent to the insurer recording and using information on your health, whether to release the persons or institutions referred to and their employees from their obligation to confidentiality and whether information on your health may be transmitted to the insurer or whether you prefer to provide the required documents yourself.

3. Forwarding information on your health and other data covered by the confidentiality obligation to bodies outside AGA International S.A.

We bind the following bodies by contract to compliance with the regulations governing data protection and data security.

3.1 Forwarding data for the purposes of medical assessment

It may be necessary to involve medical assessors in the examination of the obligation to provide benefits. We need your consent and release from the confidentiality obligation for this purpose if information on your health and other data protected by a confidentiality obligation is to be forwarded in this connection. You will be notified every time data is to be forwarded.

I consent to AGA International S.A. forwarding information on my health to medical assessors should this be necessary in order to verify the obligation to provide benefits in my case and to the data being used for this purpose and to the return of this data to AGA. I release individuals and the assessors working for AGA International S.A. from their confidentiality obligation with regard to health information and other data protected by § 203 of the Penal Code.

3.2 Transfer of functions to other bodies (companies or individuals)

We do not always carry out certain functions ourselves that might entail recording, processing and using information about your health. We have therefore transferred these functions to other companies. Should information on your health protected by a confidentiality obligation be forwarded in such situations, we and, should this be necessary, these other bodies need your consent to release them from this obligation.

We maintain a list that is permanently updated of the bodies and types of body who, according to agreement, record, process or use data protected by the confidentiality

obligation on our behalf. You can find the functions that have been transferred to the individual bodies in this list. The current list is attached directly to the declarations.¹⁾ A current list may also be inspected on the Internet at www.allianz-reiseversicherung.de/datenverarbeitung or requested from us (AGA International S.A., Bahnhofstraße 16, D - 85609 Aschheim near Munich, telephone +49.89.62424-460, service@allianz-assistance.de). We need your consent in order to forward information about your health and for its use by the bodies referred to in the list.

I consent to AGA International S.A. transmitting information on my health to the bodies in the list referred to above and that this data may be recorded, processed and used for the same purposes and to the same extent as is permitted to AGA International S.A. Should this be required, I release the employees of the institutions appointed from their obligation to confidentiality in forwarding health information and other data protected by § 203 of the German Penal Code.

3.3 Forwarding information to re-insurers

In order to ensure fulfilment of your claims, AGA International S.A. may conclude contracts with re-insurers who assume all or part of the risk we have insured. In certain cases, re-insurers make use of the services of other re-insurers for this purpose to whom they also forward your information. In order to enable the re-insurer to verify that AGA International S.A. has correctly assessed an insurance case, it is possible that AGA International S.A. may be required to submit the documentation regarding your claim to the re-insurer.

Data on your existing contracts may also be forwarded to re-insurers in order to settle accounts on insurance claims. Wherever possible, anonymised or pseudo-anonymised data, but also personal health information, is used for the purposes referred to above.

The re-insurers only use this personal data for the purposes referred to above. We will notify you whenever information on your health is forwarded to re-insurers.

I consent to AGA International S.A. transferring information on my health to the bodies in the list referred to above and that these bodies may record, process and use this data for the same purposes and to the same extent as is permitted to AGA International S.A. Should this be required, I release the employees of the institutions appointed from their obligation to confidentiality in forwarding health information and other data protected by § 203 of the German Penal Code.

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

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

¹⁾ Allianz group companies (identified with *) and service providers who use personal information protected by the confidentiality obligation on behalf of the insurer and/or record, process or use health data:

- a Mondial Kundenservice GmbH * (benefits processing)
- b AWP Romania SA* (benefits processing)
- c Allianz Handwerker Services GmbH * (technical services for companies in the Allianz Group)
- d Allianz Managed Operations & Services SE * (shared services for companies in the Allianz Group)
- e AGA Service Deutschland GmbH * (assistance services)
- f rehacare GmbH *, company for medical and professional rehabilitation (rehabilitation services)

- g PPCI Global LTD. (technical services)
- h Mawista GmbH (sales and customer-related services, telephone services)
- i tricontes GmbH * (sales and customer-related services, telephone services)
- j IMB Consult GmbH (support in preparing medical appraisals)
- k ViaMed GmbH (medical consulting, support in preparing medical appraisals)
- l Appraisers (medical and nursing appraisal work and preparation of appraisals)
- m Nursing services and providers of medical equipment (procurement of nursing services and medical equipment providers)
- n Patient repatriation transportation (medically advisable or necessary repatriation from abroad)

II. Forwarding of data to other insurers

According to the Law on Insurance Contracts (VVG), in the event of a claim, the insured person is required to inform the insurer of all circumstances that are of importance in processing the claim. This might also include earlier illnesses and insurance cases or information on other similar insurances. In certain cases, such as double insurance, legal assignment of claims and loss allocation agreements, insurers are required to exchange personal information. Also, in order to prevent insurance abuse, it may be necessary to request information from other insurers or to provide appropriate information on request. In such situations, information is forwarded regarding the person concerned, such as name and address, nature of insurance cover and the risk or information on the damage (type and amount of damage and the date on which it occurred).

Global Assistance

Allianz 



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91230 2016-1108