

## AirPlus Travel Insurance

For the holders of an Account or Corporate Card with AirPlus

Policy Number: Corporate Card APAX1002  
Account APAX1003

### Scope of Insurance

According to the insurance agreement concluded between Inter Partner Assistance S.A. and Lufthansa AirPlus Servicekarten GmbH, your account / your corporate card, with the coverage AirPlus Travel Insurance, includes the insurance coverage as detailed below. This contract ends on 31 December 2019.

You will find detailed explanations in the insurance conditions under the specified sections.

The "General Definitions pursuant to sec. 1 of the German Ordinance on VVG (German Insurance Contract Act) and the Inter Partner Assistance S.A. / AXA Assistance / AirPlus Special Conditions 2017", the "General Insurance pursuant to sec. 1 of the German Ordinance on VVG Information Obligations, the Master Insurance Contract, Inter Partner Assistance S.A. / AXA Assistance / AirPlus Special Conditions 2017", "Bulletin on Data Processing" and "Supplementary declaration for the "Bulletin on Data Processing" in the case of group insurance contracts"

#### A. Transport Accident Insurance

up to	€	600,000.00	for full disability (additional benefit as of 70%)
up to	€	400,000.00	as a capital payment in case of disability
	€	400,000.00	in case of death

In the case of death a capital payment of € 25,000.00 applies to children up to 14 years of age.

#### Traveller's Accident Insurance (24 hours / 30 days)

up to	€	50,000.00	for full disability (additional benefit as of 70%)
up to	€	25,000.00	as a capital payment in case of disability
	€	25,000.00	in case of death

#### Additional benefits due to accident

up to	€	100,000.00	return transport and repatriation costs that are due to the accident, that make sense from a medical point of view and have been prescribed by a physician
up to	€	25,000.00	for rescue costs
up to	€	25,000.00	for health resort cost assistance
up to	€	25,000.00	for cosmetic operations
up to	€	15,000.00	for emergency assistance in case of serious injury
up to	€	15,000.00	for building conversion costs
up to	€	5,000.00	for rehabilitation assistance
up to	€	5,000.00	for medical expenses during stays abroad
up to	€	500.00	for casts
per day	€	200.00	in case of criminal restriction of personal freedom caused by third parties (up to one year)
per day	€	200.00	in case of coma (up to two years)
per day	€	50.00	for hospital per diem with convalescence allowance

#### B. Transport delays

up to	€	100.00	for delays exceeding 4 hours
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#### C. Missed connecting flight

up to	€	100.00	
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#### D. Delayed luggage (checked luggage)

up to	€	100.00	for delays exceeding 4 hours
up to	€	200.00	for delays exceeding 48 hours

#### E. Damaged luggage

up to	€	200.00	
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**F. Luggage lost in transport mode**  
up to € 200.00  
Deductible € 50.00

**Organisation of medical and travel assistance**

## General Definitions regarding the General Insurance Information pursuant to sec. 1 of the German Ordinance on VVG (German Insurance Contract Act) Information Obligations and Inter Partner Assistance S.A. / AXA Assistance / AirPlus Special Conditions 2017

Translation from original German text.

In case of any discrepancies, the original German wording will apply.

<u>Insurer:</u>	Inter Partner Assistance S.A., Avenue Louise 166 1050 Brussels, Belgium (company number 0415.591.055)  Telephone: +44 (0) 203 281 7210  e-mail: <a href="mailto:airplusENG@axa-travel-insurance.com">airplusENG@axa-travel-insurance.com</a>  - hereafter "IPA", "we", "us" or "our"
<u>Policyholder:</u>	Lufthansa AirPlus Servicekarten GmbH Dornhofstraße 10 63263 Neu-Isenburg  - hereafter AirPlus
<u>Insured person(s):</u>	Insurance cover applies to the persons listed in the respective sections of the insurance conditions.  - hereafter "you" or "your"
<u>Corporate Card:</u>	AirPlus Corporate Cards, AirPlus Supreme Cards, AirPlus Travel Expense Cards and AirPlus Corporate Credit Cards as well as the respective Private Card issued by AirPlus or his subsidiaries/holdings or cooperation partners  - hereafter "Corporate Card"
<u>Company Account:</u>	AirPlus Company Account or AirPlus Debit Account, AirPlus Meeting Card, MC Lodged Account  - hereafter "Account"
<u>Travel Costs:</u>	Travel costs include the costs directly related to the travel and can be paid with a Corporate Card or an Account. This includes the cost of transportation and the cost of accommodation (hotel, etc.). These costs must be paid to the account or the Corporate Card or the account or the Corporate Card must be deposited as cash. Not covered by the travel expenses as Costs of food, unless they are in the price fixed price included (for example, half board).
<u>Means of Transport:</u>	the transport of travel (plane, train, boat / ferry, distance buses or rental cars) and, where this is explained in the terms defined in the "conditions for the insurance coverage", the transport, which is used to the means of transport to reach or to move from transport to the destination.
<u>Sharing Economy:</u>	The insured person is able to borrow or rent assets owned by a third party through an officially authorised supplier. These include, for example, driving services and rental of accommodation.

Trip / Journey: journey for business or pleasure made by you worldwide during the period of cover.

The insurance contract was concluded between us and Lufthansa AirPlus Servicekarten GmbH in favour of the respective insured persons. The insured persons are entitled to exercise the rights from the contract. The respective insured person is responsible for complying with the conditions, and is also responsible for the consequences of non-compliance or non-fulfilment of the conditions.

## General Insurance Information pursuant to sec. 1 of the German Ordinance on VVG Information Obligations - Master Insurance Contract, Inter Partner Assistance S.A. / AXA Assistance / AirPlus Special Conditions 2017

### 1. Identity of the insurer

Inter Partner Assistance S.A.,  
Avenue Louise 166  
1050 Brussels,  
Belgium  
(company number 0415.591.055)

Telephone: +44 (0) 203 281 7210  
e-mail: [airplusENG@axa-travel-insurance.com](mailto:airplusENG@axa-travel-insurance.com)

### 2. Address for service:

Inter Partner Assistance S.A., Avenue Louise 166, 1050 Brussels, Belgium

### 3. Primary business purpose:

The primary business consists of undertaking insurance transactions in the area of accident and non-life insurance.

### 4. Information regarding the existence of a guarantee fund

A guarantee fund is not prescribed by law.

### 5. Key insurance features

Insurance cover applies to worldwide travel, subject to the sanctions clause in item I.5.

#### Transport Accident Insurance

up to	€	600,000.00	for full disability (additional benefit as of 70%)
up to	€	400,000.00	as a capital payment in case of disability
	€	400,000.00	in case of death

In the case of death a capital payment of € 25,000.00 applies to children up to 14 years of age.

#### Traveller's Accident Insurance (24 hours / 30 days)

up to	€	50,000.00	for full disability (additional benefit as of 70%)
up to	€	25,000.00	as a capital payment in case of disability
	€	25,000.00	in case of death

#### Additional benefits due to accident

up to	€	100,000.00	return transport and repatriation costs that are due to the accident, that make sense from a medical point of view and have been prescribed by a physician
up to	€	25,000.00	for rescue costs
up to	€	25,000.00	for health resort cost assistance
up to	€	25,000.00	for cosmetic operations
up to	€	15,000.00	for emergency assistance in case of serious injury
up to	€	15,000.00	for building conversion costs
up to	€	5,000.00	for rehabilitation assistance
up to	€	5,000.00	for medical expenses during stays abroad
up to	€	500.00	for casts
per day	€	200.00	in case of criminal restriction of personal freedom caused by third parties (up to one year)
per day	€	200.00	in case of coma (up to two years)
per day	€	50.00	for hospital per diem with convalescence allowance

**Transport delays**  
up to € 100.00 for delays exceeding 4 hours

**Missed connecting flight**  
up to € 100.00

**Delayed luggage (checked luggage)**  
up to € 100.00 for delays exceeding 4 hours  
up to € 200.00 for delays exceeding 48 hours

**Damaged luggage**  
up to € 200.00

**Luggage lost in transport mode**  
up to € 200.00  
Deductible € 50.00

#### **Organisation of medical and travel assistance**

#### **6. Total price of insurance and costs**

With respect to the insured persons themselves, no separate insurance premiums are payable to IPA for insurance benefits that are included in credit or client cards.

#### **7. Payment, fulfilment and payment method of premium**

With respect to the insured persons, these insurance conditions do not give rise to any provisions regarding payment, fulfilment and payment method of the premium to IPA.

#### **8. Start and end of insurance coverage / Additional liability**

Insurance cover for the insured persons begins with the purchase or availability of the credit card which includes the insurance benefits outlined herein.

Provisions that deviate from the above (e.g. activation of insurance cover by using the card) are described below.

Insurance cover lapses on the day on which the Corporate Card, or the Account is no longer valid, or on the date on which the insurance cover is cancelled, or on the date on which the master insurance contract ends.

However, insurance cover will be granted beyond the expiry date with regard to services that have been paid prior to this date using the Corporate Card, or the Account, and that fall under the insurance cover of this contract. In the event of changes to the cover scope pursuant to these insurance conditions, the insured person will be informed by the insurer via AirPlus.

#### **9. Right of withdrawal**

The insured person does not have a separate right of withdrawal with regard to the insurance benefits included in the client or credit cards.

The respective provisions of the relevant client or credit card apply.

#### **10. Place of jurisdiction and applicable law**

With regard to lawsuits against IPA from the insurance contract, court jurisdiction is determined by the domicile of IPA represented by AXA Assistance. The court in whose district your permanent place of residence is located or, in the absence of such, the district in which you have your customary place of residence, shall also have local jurisdiction.

If the lawsuit is directed against a natural person, lawsuits from the insurance contract must be filed against the natural person at the court that has jurisdiction over the person's permanent place of residence or, in the absence of such, the location of the person's customary place of residence. If the lawsuit is directed against a legal entity, the court with jurisdiction shall be determined by the entity's domicile or office.

If the natural person moves his permanent place of residence to a country outside of Germany, or their permanent or customary place of residence is not known at the time the suit is filed, then solely the court in whose district IPA's domicile is located shall have jurisdiction for lawsuits from the insurance contract and the insurance brokerage.

This contract is subject to German law.

#### **11. Contract language**

During the term of the contract, all communication will be conducted in German. Information on claims and assistance services can also be provided in English.

The supervisory authorities in charge of complaints are as follows:

- 1.) Bundesanstalt für Finanzdienstleistungsaufsicht (Federal Financial Services Supervisory Authority)

Insurance division  
Graurheindorfer Straße 108  
53117 Bonn  
Tel: +49 (0) 228-207-0; Fax: +49 (0) 228-207-74 94  
Detailed information is available at: [www.bafin.de](http://www.bafin.de)

#### **12. Out-of-court complaint and legal remedy process (ombudsman process)**

In the event the insured person does not agree with our decision, there is the option of reaching an out-of-court settlement by involving the services of a neutral ombudsman.

The ombudsman for insurance is an independent arbitration office that works on behalf of consumers and small business operators; its services are available free of charge. However, the ombudsman may not be involved for the purpose of arbitration proceedings until the insured person has first provided us with an opportunity to review our decision.

The insurance ombudsman can be reached as follows:  
Versicherungsombudsmann e. V  
Postfach 08 06 32, 10006 Berlin.

Toll-free from the German telephone network:  
Tel.: 0800 369 6000  
Fax: 0800 369 9000  
(Prices may differ depending on the landline or mobile phone network):

For international calls (subject to charges):  
Tel.: 0049 30 206058 99  
Fax: 0049 30 206058 98  
(for costs, please contact the foreign network operator)

e-mail: [beschwerde@versicherungsombudsmann.de](mailto:beschwerde@versicherungsombudsmann.de)

Additional details: [www.versicherungsombudsmann.de](http://www.versicherungsombudsmann.de)

The arbitration procedure may be used for a complaint value of up to € 50,000. You are expressly advised that this does not affect the option of pursuing legal recourse.

## Inter Partner Assistance S.A. / AXA Assistance / AirPlus Special Conditions 2017

### I. General provisions

#### 1. What is the legal relationship between the persons involved in the contract?

- 1.1. If the insurance policy has been concluded for the benefit of third parties, it is the insured person who is entitled to exercise the rights from the contract.
- 1.2. All provisions that apply to the insured person must be applied accordingly to their legal successors and other claimants.
- 1.3. Insurance claims cannot be transferred or pledged before the due date without our consent.

#### 2. When do claims from the insurance contract expire?

- 2.1. The claims from the insurance contract expire after three years. The calculation of dates is governed by the general provisions of the German Civil Code.
- 2.2. Once a claim from the insurance contract has been registered with us, the statute of limitations is suspended from the date of registration to the date on which you receive our decision in text form.

#### 3. Prerequisites for insurance cover

A general prerequisite for insurance cover is that this insurance cover was obtained for the Account or the Corporate Card, and all of the travel costs were paid with the Account or the Corporate Card.

Regardless of card use, insurance cover applies to transport accident protection for the company car, for medically meaningful and physician-ordered return transport of repatriation due to an accident, and the travel health insurance policy.

In the event payment cannot be made with the Account or Corporate Card before the start of travel, the insurance cover is also activated if the relevant card is filed as a payment method in a booking or reservation system prior to travel, and billing is in fact processed through this card. In the case of death, insurance cover can be activated as long as the relevant card has been filed with a booking or reservation system.

#### 4. Provisions for travellers with Corporate Card and simultaneous Account

In the event of the simultaneous existence of both a Account and a Corporate Card, the total insurance cover that applies to the Account and Corporate Card including all agreed benefits is activated by the use of one of the cards.

Regardless of card use, insurance cover applies to transport accident protection for the company car, for medically meaningful and physician-ordered return transport of repatriation due to an accident, and the travel health insurance policy.

Compensation benefits are always paid out of the contract that is most advantageous for the claimant. There is no addition of similar insurance benefits from multiple contracts under this master contract.

#### 5. General exclusions

##### a) Sanction Exclusions

The insurer does not offer any insurance cover and will not be making any payments under such cover insofar as this would breach sanctions laws or provisions that would expose the insurer, the parent company or the most senior controlling company to a penalty under sanctions laws or provisions.

The list of countries sanctioned by the insurer is including but not limited to:

- Iran
- Syria
- North Korea
- Somalia
- Sudan
- Zimbabwe
- Democratic Republic of Congo.

You can find all details to the relevant sanctions by the regulatory authorities on the following website:  
[http://eeas.europa.eu/topics/sanctions-policy/8442/consolidated-list-of-sanctions\\_en](http://eeas.europa.eu/topics/sanctions-policy/8442/consolidated-list-of-sanctions_en)

b) **Travel Warning**

Your travel to a country or specific area or event to which a government agency in the country of residence or the World Health Organisation has advised the public not to travel, or which are officially under embargo by the United Nations. If you travel to a country under embargo or where a government agency has issued a travel warning, the insurer will make no payment of any expenses and will only assist with arrangements if another form of payment is made for the services.

If a travel warning is issued while you are in the country the insurer will continue to cover you for two days while you are arranging transportation from the country. If you stay for more than two days the cover will cease unless you are delayed by circumstances outside your control.

**6. Exercising rights / beneficiaries**

The insurance policy has been concluded in favour of the insured person.

In the case of a claim, rights may be exercised by the insured person, and by his heirs in the case of death.

The individual insured persons are entitled to receive benefits.

In the case of death, the death benefit goes to the estate of the deceased.

Claims by the insured person or his heir on the occasion of a claim are asserted by the same immediately and directly to the insurer without the consent of the policyholder.

The insurer hereby waives the option granted to him under sec. 35 VVG (German Insurance Act) to offset claims by the insured person from the insurance contract against due premium receivables and/or other claims to which he is entitled from the insurance contract.

**7. Limitation of insurance benefits (cumulative)**

The maximum benefit offered by us for all Accounts and Corporate Cards as a result of a damage event is € 100,000,000.00. If this amount is exceeded, the insurance benefits of all insured persons who are involved in the accident will be reduced by the corresponding amount.

**8. Changes to the contract**

In the event AirPlus and insurer agree to changes to the contract, these shall apply as of the effective date for already issued and newly added Accounts and Corporate Cards that offer insurance cover under this contract.

**9. Secondary liability**

Compensation benefits are always paid out of the contract that is most advantageous for the claimant.

a) Secondary liability vis-a-vis third parties

If the insured person has a claim to benefits vis-a-vis a third party, the insurer is only required to provide payments for expenses that exceed the third party's payments.

The insurer does not provide compensation insofar as a benefit from another insurance contract can be claimed for the damages.

This provision does not include death and disability benefits under the transport and traveller's accident insurance.

b) Secondary liability with several simultaneous AirPlus accident contracts

The amounts insured from the framework agreement between AirPlus and the insurer are approved either from the transport accident or traveller's accident insurance policy.

Compensation benefits are always paid out of the contract that is most advantageous for the claimant. There is no addition of equivalent insurance benefits from multiple contracts under the AirPlus master contract.

**10. Payments in foreign currency**

Costs incurred in foreign currency that are paid with a Corporate Card will be reimbursed in EUR according to the charges on the credit card account.

If the costs in foreign currency were not paid with a Corporate Card, amounts will be converted into Euro at the European Central Bank rate for the day on which the receipts are received by the insurer. If required, the EUR amount can also be made available in the foreign country in foreign currency - converted at the rate on the transfer date.

**11. Submitting a claim**

For claims or questions regarding the insurance cover you can reach our experts 9am – 5pm MEZ on +44 (0) 203 281 7210. In case of emergency you can reach assistance at the same number 24/7.

To submit a claim when back in your country of residence please call the claims department on +44 (0) 203 281 7210 (Monday - Friday 9:00 – 17:00) to obtain a claim form. You will need to give:

- your name
- your policy number
- brief details of your claim.

We ask that you notify us within 28 days of you becoming aware of needing to make a claim (unless otherwise stated) and return the completed claim forms with any additional requested documentation as soon as possible. Please send the completed claim forms and additional documents to: [airplusENG@axa-travel-insurance.com](mailto:airplusENG@axa-travel-insurance.com)

It is recommended to keep a copy of all documents sent to us.

**12. What are the consequences of failure to comply with the obligations?**

You will lose your insurance cover if you intentionally breach one of the obligations listed below under II Insurance benefits. In the case of a grossly negligent breach of an obligation, we are entitled to reduce our benefits by the amount that corresponds with the severity of fault. Both of the above only apply if we have advised you of these legal consequences via a separate notification in text form.

Insurance cover will be maintained if you are able to prove that you did not breach the obligation in a grossly negligent manner.

Insurance cover will also be maintained if you are able to prove that the breach of the obligation was not a cause for the occurrence or determination of the insured event, or for the determination or the scope of the benefit. This does not apply if you have fraudulently breached the obligation.

## II. INSURANCE BENEFITS

### A. Transport and Traveller's Accident Insurance

#### A.1 Explanations regarding transport accident insurance

##### Insured persons

###### **Account**

Insurance cover is extended to all employees and authorised guests.

Reservations up to 10 people are considered insured. Coverage is provided for all individuals of the collective/group bookings.

###### **Corporate Card**

Insurance cover is extended to

- all owners of a Corporate Card,
- the spouse or common-law partner of the card holder,
- as well as his children (including stepchildren, adoptive children and foster children and children of the insured life partners) up to 25 years of age, as long as they are undergoing vocational training or receiving a school education,

on business and private travel.

Reservations up to 10 people are considered insured. Coverage is provided for all individuals of the collective/group bookings.

##### Prerequisites for insurance cover

Insurance cover is provided under the condition that all of the costs for

- airline tickets
- train tickets / boat tickets
- long-distance buses
- car rental (= self-propelled rental cars)
- taxi trips booked via the "My Taxi" app in Germany or via a Sharing Economy company.
- hotel stays (including bed and breakfasts, Airbnb rentals, rentals via a Sharing Economy company, motels, vacation apartments and firmly attached living units on camping grounds. Mobile caravan trailers, trailers or caravans are not insured.)
- sea voyages / cruises (equivalent to hotel) or
- all-inclusive travel (bundling of at least two travel services, if at least one insured mode of transport is included in the package)

have been paid with an Account or Corporate Card that provides insurance cover (contract in favour of third parties).

##### Scope of insurance cover

Insurance cover is provided regardless of other existing accident insurance policies. However, there is no addition of insurance benefits from multiple insurance contracts in line with the AirPlus credit card programme:

1. As a guest on flights with an aircraft authorised for air travel, as a traveller using the train or ferries

Insurance cover always begins when the person has entered the airport premises/train station/ferry station, applies for the duration of the flight/train ride/boat ride and expires when the person leaves the airport premises/train station/ferry station at the destination.

If the traveller is already in possession of a valid airline ticket or ticket, or such has been filed at the airport/train station/port, the following also applies:

Where modes of transport are used for direct travel to the airport/train station/port prior to the intended departure, insurance cover already begins at the time the person enters the mode of transport. It expires after the arrival of the air plane/train/ferry when the person leaves the mode of transport that was used to reach the nearest destination (hotel, workplace, residence, collection site) after the flight/train ride/boat ride. Accidents during the course of replacement transport provided by a transport company due to bad weather or for technical reasons are also co-insured in the same manner.

Insurance cover also extends to the drive to and from evening luggage check-in for plane travel.

the following applies to railway passes:

Insurance cover also applies to trips undertaken with railway passes, as long as the pass was paid for with an insured Account or a Corporate Card.

2. As the passenger of a long-distance bus  
Insurance cover begins when the person enters the bus, applies for the duration of the bus trip and ends when the person leaves the bus at the destination.
3. As the user of a rental car (passenger vehicles), excluding pooled cars.  
Insurance cover applies as a driver or passenger in the passenger vehicle. This also includes accidents that occur while entering or exiting the car, or fuelling. Each entitled driver or passenger of a rental car has a claim for the full amount insured as per this contract.

Entitled driver or passengers include all employees of the company for whom the Account was issued, and also persons not related to the company who travel in the rental car together with the person renting the car and whose employer also possesses a Account with insurance cover, as well as other travelling owners of a Corporate Card and their co-insured family members

4. As a passenger in taxi cars in a taxi booked through MyTaxi app in Germany or a company of the Sharing Economy.  
Insurance cover only applies as a passenger in the taxi. This also includes accidents that occur while entering or exiting the car or fuelling. Each entitled passenger of a taxi has a claim for the full amount insured as per this contract.  
Entitled passengers include all employees of the company for whom the Account was issued, and also persons not related to the company who also travel in the taxi and whose employer also has a Account with insurance cover, as well as other travelling owners of a Corporate Card and their co-insured family members.
5. As a passenger in a Private Car  
Insurance cover only applies as a passenger in a privately owned vehicle travelling directly between the home point of departure to the airport or point of embarkation. This also includes accidents that occur while entering or exiting the car.
6. As a hotel guest on hotel premises or as an overnight guest during a stay in a company of the Sharing Economy.  
Insurance cover begins at arrival upon entry of the hotel grounds prior to check-in, and expires at departure following check-out and departure from the hotel grounds. Accidents outside of hotel grounds in the time between check-in and check-out are not insured.
7. As a participant in all-inclusive travel (bundling of at least two travel services, if at least one insured mode of transport is included in the package)  
Insurance cover under items 1. - 6. applies accordingly to the services included in all-inclusive travel. In the case of sea voyages / cruises, ships are deemed equal to hotels.
8. As a participant in sea voyages and cruises  
Insurance cover under items 1. - 6. applies accordingly to the services included in sea voyages / cruises. The ship is deemed equal to a hotel.

The following also applies to Corporate Card holders

9. As a Corporate Card holder entitled to a company car  
In the absence of insurance cover pursuant to items 1. -7., insurance cover is granted to the card holder during business travel with the company car as an driver or passenger of that vehicle. Insurance cover applies from the point of entry to exit from the vehicle, baring short stops.  
Card holders entitled to a company car are persons to whom a company car is permanently provided for use. The term "company car" includes all passenger cars/estate cars purchased or leased by the AirPlus corporate customer and/or licensed to the AirPlus corporate customer for the aforementioned group of persons, whereby these vehicles are used solely for the purpose of transporting persons. Pooled cars are not part of this provision.  
This insurance cover exists regardless of card use.  
Insurance cover at the aforementioned scope is also provided to the card holder entitled to a company car when he uses a replacement vehicle for business purposes, which does not fall under the definition of "company car", insofar as he provides evidence in the case of a claim that the company car was temporary unsuitable for driving, which necessitated the use of a replacement vehicle.  
Insofar as several card holders entitled to a company car, who receive insurance cover when using the company car, jointly undertake business travel with a company car, the insurance sums under this contract will be available to each person.

## **A.2 Explanations regarding Traveller's Accident Insurance (24-hour cover)**

### **Insured persons**

Insurance cover is extended to all employees and authorised guests. Reservations up to 10 people are considered insured. Coverage is provided for all individuals of the collective/group bookings.

Insurance cover is extended to

- all owners of a Corporate Card,
- the spouse or common-law partner of the card holder,
- as well as his children (including stepchildren, adoptive children and foster children and children of the insured life partners) up to 25 years of age, as long as they are undergoing vocational training or receiving a school education,

on business and private travel.

Reservations up to 10 people are considered insured. Coverage is provided for all individuals of the collective/group bookings.

#### **Prerequisites for insurance cover**

Insurance cover is provided under the condition that all of the costs for

- airline tickets
- train tickets / boat tickets
- long-distance buses or
- all-inclusive travel (bundling of at least two travel services, if at least one insured mode of transport is included in the package)

have been paid with a Account or Corporate Card that provides insurance cover (contract in favour of third parties).

#### **Scope of insurance cover**

Insurance cover is provided regardless of other existing accident insurance policies. However, insurance benefits from multiple insurance contracts under the master contract are not added together.

#### **1. As a guest on flights with an aircraft authorised for air travel, as a traveller using the train or ferries or long-distance buses**

Insurance cover begins when the person enters the airport grounds/train station/ferry port, extends over the entire duration of the trip (up to 30 days), and ends following the arrival of the return flight/train or ferry upon departure of the airport grounds/train station/ferry port.

Where modes of transport are used for the direct trip to their airport/train station/ferry ports before the intended departure, insurance cover already begins at the time the person accesses the mode of transport. Insurance cover ends when the person leaves the mode of transport that is used after the arrival of the return flight/train or ferry. Accidents during the course of replacement transport provided by a transport company due to bad weather or for technical reasons are also co-insured in the same manner.

If the time period between two flights that are booked on one ticket exceeds 30 days, then insurance cover ends 30 days after the departing flight at midnight. For onward or return flights still booked with the ticket, insurance cover only applies during the flight.

Where only one flight or one way trip is booked via an airline, train or ship ticket, insurance cover ends after the arrival of the transport mode and upon exit of the last means of conveyance.

#### **the following applies to railway passes:**

Insurance cover also applies to trips undertaken with railway passes, as long as the pass was paid for with an insured Account or a Corporate Card.

#### **2. As a participant in all-inclusive travel (bundling of at least two travel services, if at least one insured mode of transport is included in the package)**

Insurance cover applies accordingly to the services included in the all-inclusive trip.

#### **The following also applies to Corporate Card holders**

#### **3. As a Corporate Card holder entitled to a company car**

In the absence of insurance cover pursuant to items 1. -2., insurance cover is granted to the card holder during business travel with the company car as an driver or passenger of that vehicle. Insurance cover applies from the point of entry to exit from the vehicle barring short stops.

Card holders entitled to a company car are persons to whom a company car is permanently provided for use.

The term "company car" includes all passenger cars/estate cars purchased or leased by the AirPlus corporate client and/or licensed to the AirPlus corporate client for the aforementioned group of persons, whereby these vehicles are used solely for the purpose of transporting persons. Pooled cars are not part of this provision.

This insurance cover exists regardless of card use.

Insurance cover at the aforementioned scope is also provided to the card holder entitled to a company car when he uses a replacement vehicle for business purposes, which does not fall under the definition of

"company car", insofar as he provides evidence in the case of a claim that the company car was temporary unsuitable for driving, which necessitated the use of a replacement vehicle.

Insofar as several card holders entitled to a company car, who receive insurance cover when using the company car, jointly undertake business travel with a company car, the insurance sums under this contract will be available to each person.

Insurance cover does not extend to daily travel to and from the permanent place of residence and permanent place of employment.

### A.3 Additional benefits due to accident

#### Medical return and repatriation costs

##### 1. Insured persons

###### Account

Insurance cover is extended to all employees and authorised guests.

Reservations up to 10 people are considered insured. Coverage is provided for all individuals of the collective/group bookings.

###### Corporate Cards

Insurance cover is extended to

- all owners of a Corporate Card,
- the spouse or common-law partner of the card holder,
- as well as his children (including stepchildren, adoptive children and foster children and children of the insured life partners) up to 25 years of age, as long as they are undergoing vocational training or receiving a school education,

on business and private travel.

Reservations up to 10 people are considered insured. Coverage is provided for all individuals of the collective/group bookings.

##### 2. Prerequisites for insurance cover

Benefits for medically meaningful and physician-ordered return transport or repatriation due to an accident will be provided regardless of card use.

##### 3. Scope of insurance cover

Insurance cover applies to medically meaningful and physician-ordered return transport or repatriation due to an accident by plane or another suitable transport method from a domestic location and from abroad to a suitable hospital that is located at the residence of the insured person.

In the case of death, the insured person will be repatriated to the last place of residence.

In the event insurance cover is available from another insurer/funding agency with regard to the aforementioned costs, then that insurer/funding agency takes precedence with regard to the obligation to pay benefits. Insofar as another insurer/funding agency is involved, reimbursement claims from this contract may only be asserted for the remaining costs up to the amount insured. Where another insurer/funding agency disputes its service obligation, the insured person may call us directly.

All other accident-related additional services arise from the following provisions of the "General Accident Insurance Conditions regarding Transport and Traveller's Accident Insurance".

## A.4 General Accident Insurance Conditions regarding Transport and Traveller's Accident Insurance

### 1 What is insured?

- 1.1 We offer insurance cover for accidents incurred by the insured person during the validity of the contract.
- 1.2 An accident occurs if the insured person involuntarily suffers from injuries as a result of a sudden external event that affects the body (accident event).
- 1.3 An accident has also occurred if increased use of force leads to the following with regard to the limbs or the spine
- dislocation of joints, or
  - pulled or torn muscles, tendons, ligaments or capsules.
- and
- death by drowning or suffocation under water,
  - injuries typically associated with diving (Caisson disease, ear drum damage) without being able to determine an accident event,
  - if the insured person suffers a health injury during lawful defence activities or efforts to save lives or objects.
- 1.4 Injuries caused by extreme weather effects (frost, sun etc.) as a result of an insured accident event in terms of 1.2 are be deemed to be co-insured.
- 1.5 Insurance cover applies to life-savers during efforts to save an insured person. Insurance sums for the event of death and disability are € 25,000.00 and € 25,000.00 respectively.
- Insurance cover only applies to the extent that the life-saver is not already an otherwise insured person within the limits of this insurance contract.

### 1.6 Rescue costs

- 1.6.1 If the insured person has suffered from an accident in terms of 1.2-1.5, the insurer will reimburse required costs up to a maximum of € 25,000.00 for the following:
- a) search, rescue or recovery missions by public or privately organised rescue services, insofar as fees are usually charged for such services;
  - b) transport of the injured person to the nearest hospital or a special clinic, if such transport is deemed medically necessary and has been prescribed by a physician;
  - c) additional expenses for the return of the injured person to his permanent place of residence, insofar as the additional costs are due to physician's orders or were unavoidable based on the type of injury;
  - d) Transport to last permanent residence in case of death. In the case of a death abroad as a result of an accident, optionally costs for burial abroad instead of transport to place of residence.
  - e) in the case of an accident abroad, additional return trip or accommodations costs for minors and the partner of the insured person, who were also travelling with him.
- 1.6.2 The insurer is also liable to provide compensation if the insured person is responsible for costs as per 1.6.1. a) even though he has not suffered an accident, but an accident was imminent or could be surmised based on the concrete circumstances of the case.
- 1.6.3 In the case of accession by another party required to provide compensation, only the remaining costs may be claimed from us for reimbursement. Where another party required to pay compensation disputes their obligation, you may call on us directly.

### 1.7 Rehabilitation assistance

#### 1.7.1 Prerequisites for benefits

- 1.7.1.1 The insured person has undergone medically necessary rehabilitation
- after an accident that falls under the contract
  - as a result of health problems or their effects which were caused by the accident event
  - within three years (calculated from the accident date)
  - for a continuous time period of at least three weeks.
- These requirements are verified by the insured person by submission of a doctor's discharge report and approval documents for the rehabilitation measure by the pension insurance agency , statutory or private health insurance of the social security or pension office.
- 1.7.1.2 Day-patient rehabilitation measures during which the insured person receives a treatment programme similar to that received by inpatient patients (with the exception of overnight stays) are also insured.

- 1.7.1.3 No insurance cover exists for the following:
- Intensive rehabilitation follow-up (IRENA),
  - subsequent treatment (AHB) after a hospital stay,
  - subsequent inpatient treatment through the employer's liability insurance association (BGSW),
  - other inpatient treatments for which hospital per diems (from an accident or health insurance policy) are received from us or another company.
- 1.7.1.4 Amount of benefit**
- 1.7.2.1 The maximum amount of rehabilitation assistance paid is € 5,000.00 per accident.
- 1.8 Health resort cost assistance**
- 1.8.1 Following an accident in terms of 1.2, the insurer pays health resort assistance of up to € 25,000.00 if the following conditions are met:
- 1.8.2 According to the most recent doctor's certificate, a disability can be expected or has already occurred. The medical necessity of a health resort stay and the connection with the accident must be verified by a doctor's certificate.
- 1.8.3 The assistance is used for a stay at a health resort for a minimum period of three weeks within 3 years of the accident date, and the stay has a causal connection to the effects of the accident.
- 1.8.4 Any other benefit claims must have been exhausted before this insurance can be utilised;
- 1.9 Cosmetic operations**
- 1.9.1 The insurer will pay the costs for cosmetic operations after an accident in terms of 1.2, up to a maximum of € 25,000.00.
- 1.9.2 Where the accident injuries of the insured person require a cosmetic operation following the completion of the treatment, the insurer will assume the costs hereby incurred.
- Doctor's fees
  - Other costs related to the cosmetic operation
  - Costs for accommodations and meals in the clinic (but not for additional food and beverages).
- Dental treatment and dental replacement costs are only assumed to the extent that the injury consists of the loss of or damages to incisors or eye teeth as a result of an accident.
- 1.9.3 *Unless agreed differently, the following applies:*
- The operation and clinical treatment of the insured person must be completed by the end of the third year after the accident. If the insured person was not 18 years of age at the time the accident occurred, costs will also be reimbursed if the operation and clinical treatment are not implemented within this time period but before the insured person reaches 21 years of age.
- 1.9.4 In the case of accession by another party required to provide compensation, only the remaining costs may be claimed from us for reimbursement. Where another party required to pay compensation disputes their obligation, the insured person may call on the insurer directly.
- 1.10 Emergency assistance for serious injuries**
- 1.10.1 Prerequisites for benefits**
- As a result of the accident in terms of 1.2, the insured person has suffered one of the following serious injuries, and has submitted a claim for these injuries to the insurer within six months of the accident by submission of a doctor's certificate:
- 1.10.1.1 Paraplegia following an injury to the spinal chord
- 1.10.1.2 Amputation of at minimum the entire foot or entire hand
- 1.10.1.3 Head/brain injury with unquestionable contusion or cerebral haemorrhage
- 1.10.1.4 Serious multiple injuries / poly trauma
- 1.10.1.4.1 Fracture on two long bones (combination of upper/lower arm, upper/lower thigh)
- 1.10.1.4.2 Damages to two internal organs which lead to the destruction of tissue
- 1.10.1.4.3 Combination of at least two of the following injuries:
- Fracture of one long bone
  - Pelvic fracture
  - Fracture of one or more vertebra

- Damages to an internal organ that results in the destruction of tissue

1.10.1.4 Second or third degree burns of more than 30% of the body's surface.

1.10.1.5 Blindness or serious visual impairment of both eyes; in the case of visual impairments, visual capacity is no more than five percent.

1.10.2 There is no claim for emergency assistance if the insured person dies within two months of the accident date.

### **1.10.3 Type and amount of benefit**

1.10.3.1 The insured person receives one-time emergency assistance of 5% of the basic amount insured for the disability, but no more than € 15,000.00 if serious injuries in terms of 1.10.1 have occurred as a result of an accident that falls under the insurance policy.

1.10.3.2 Emergency assistance due to an accident is only provided once, regardless of how many injuries the insured person suffers.

### **1.11 Coma benefit**

If the insured person falls into a coma as a result of an accident, a daily rate of € 200.00 will be paid for this condition up to a period of two years.

### **1.12 Conversion costs**

#### **1.12.1 Prerequisites for benefits:**

1.12.1.1 The insured person's physical or mental capabilities have been permanently impaired as a result of an accident insured under this contract (disability).

Because of this disability, the insured person is not able to pursue his occupation without restrictions, or lead a normal life without restrictions.

The conversion of a workplace makes it possible to resume work activities either in full or in part, or makes it easier to live a normal life.

1.12.1.2 A claim for conversion costs is submitted to the insurer within two years after the accident.

1.12.1.3 In the case of accession by another party required to provide compensation, only the remaining costs may be claimed from the insurer for reimbursement. Where another party required to pay compensation disputes their obligation, you may call on us directly.

#### **1.12.2 Type and amount of benefit**

1.12.2.1 The insurer will reimburse a total of € 15,000.00 of verified costs for the conversion of the workplace, or for the cases set out in 1.12.2.2 and 1.12.2.3.

The workplace is the location at which the insured person performed his work duties most of the time prior to the accident.

Therefore the following costs (up to a maximum of € 15,000.00) will be reimbursed for the conversion

- of office furniture
- of an office (e.g. widening of doors)
- of a building (e.g. ramps, elevators)
- of toilets
- of equipment
- a passenger car or truck
- other facilities

or, to the extent that the workplace does not have to be converted, 80% of costs (max. € 15,000.00) for the disability-appropriate redevelopment of the home (e.g. installation of ramps, emergency call system, redevelopment of kitchen and bath).

1.12.2.2 Where a conversion is more expensive than a replacement, costs for replacements will be reimbursed.

1.12.2.3 In the event the insured person together with his employer decide that a new workplace will be set up instead of converting the former workplace, these costs will also be covered.

Costs for relocation to accessible housing will be covered if it is not possible to convert the home of the insured person.

Where it is not necessary to convert a workplace or home or move to accessible housing, but the private passenger car of the insured person must be retrofitted, such costs will also be covered.

1.12.3 Costs may only be submitted either for conversion costs or the new set-up of a workplace or conversion costs for the home or moving costs to accessible housing or the conversion of a passenger car. Individual items may not be combined.

### **1.13 Treatment costs for international stays**

#### **1.13.1 Prerequisites for benefits**

The insured person has suffered an accident during a stay abroad that does not exceed one year. The treatment of the effects of this accident has resulted in costs that have not been paid by a private or public health insurance company.

#### **1.13.2 Type and amount of benefit**

The maximum reimbursement is € 5,000.00 as of an amount of € 50.00 for each claim for verified

- doctor's fees
- other operation costs
- required costs for accommodations and meals in the hospital, but not for additional food and beverages
- medication
- artificial limbs
- bandages

### **1.14 Cast allowance**

#### **1.14.1 Prerequisites for benefits:**

As a result of the accident, the insured person has worn a cast on the instructions of a doctor for more than 21 days.

#### **1.4.2 Amount and duration of benefits**

A cast allowance of € 500.00 is paid once for each accident.

### **1.15 Missing persons**

Where an insured person has gone missing, a claim exists for benefits according to the sum insured for the event of a death.

The insurer is only obliged to provide benefits if the insured person has been declared dead as part of a public notice procedure, the person has been publicly declared as missing, and a certificate has been provided. If the insured person has survived the period during which they went missing, the benefits that have been paid must be repaid.

### **1.16 Criminal restriction of personal freedom caused by third parties**

#### **1.16.1 Prerequisites for benefits:**

The insured person has suffered physical or mental damages as a result of a criminal restriction of his personal freedom, which was caused by third parties.

#### **1.16.2 Type and amount of benefit**

A reimbursement of € 200.00 per day is provided for a maximum of one year.

## **2 Additionally arranged benefit types**

### **2.1 Disability benefits**

#### **2.1.1 Prerequisites for benefits**

2.1.1.1 The insured person's physical or mental capacities have been permanently impaired as a result of the accident (disability).

The disability

- has occurred within 18 months of the accident and
- has been diagnosed by a physician in writing within 24 months of the accident, and the insured person has submitted a claim to us. This time period is deemed to have been adhered to when a physician has been commissioned to provide the necessary information in a timely manner, even if he does not provide his information by the required date.

2.1.1.2 There is no entitlement to disability benefits if the insured person dies one year after the accident as a result of the accident.

## 2.1.2 Type and amount of benefit

2.1.2.1 The disability benefit is paid as a capital amount.

2.1.2.2 The amount insured and the degree of disability as a result of the accident form the basis for calculating the benefit.

2.1.2.2.1 The following disability levels apply to the loss or failure to function with respect to the limbs and sensory organs listed below:

Arm or hand	100 %
Thumb	30 %
Index finger	20 %
Other finger	15 %
Leg or foot	100 %
Large toe	15 %
Other toe	5 %
Lower jaw due to surgical intervention	30 %
Eye *)	100 %
Hearing in one ear	40%
Hearing in one ear if hearing in the other ear was already lost at the time of the accident	70%
Hearing in both ears	100 %
Sense of smell	20%
Sense of taste	20%
Speech	100%
Sterility (men)	30%
Ability to conceive or become pregnant for women up to 40 years of age	30%

In the case of partial loss or incapacity, the corresponding portion of each percentage rate applies.

\*) total and permanent loss of sight

- in both eyes, if the insured person is added to the blind register based on the diagnosis of a qualified ophthalmologist, or
- in one eye if vision remains below 3/60 pursuant to the Snellen Table even after corrective measures.

2.1.2.2.2 With respect to other body parts and sensory organs, the degree of invalidity is measured by how much normal physical or mental capacity has been impaired overall. To this end, only medical aspects may be taken into account.

2.1.2.2.3 If the affected body parts or sensory organs or their function were already permanently impaired before the accident, then the degree of disability will be reduced by the amount of the previous disability. It must be calculated according to 2.1.2.2.1 and 2.1.2.2.2.

2.1.2.2.4 Where several body parts or sensory organs have been impaired as a result of the accident, the degrees of disability calculated as per the aforementioned provisions are added together. However, these amounts cannot exceed 100%.

2.1.2.3 Additional benefit as of 70% disability

The insurer provides double disability compensation if an accident that occurs before the insured person reaches 70 years of age leads to a permanent impairment of working capacity of at least 70% without the involvement of illnesses and infirmities according to the measurement principles of 2.1.2.2.1.

The additional benefit is limited to a maximum of € 200,000.00 for each insured person. If the insured person has other accident insurance policies with our insurance company, then the maximum amount refers to all insurance policies combined.

2.1.2.4 If the insured person dies

- as a result of causes not related to the accident within a year after the accident, or
- regardless of the cause, later than two years after the accident and a claim to disability benefits was established, the insurer will provide benefits according to the degree of disability that would have been expected based on the medical findings.

## 2.2 Hospital per diem

2.2.1 Prerequisites for benefits

2.2.1.1 The insured person is undergoing medically required inpatient treatment due to an accident.

- 2.2.1.2 Subsequent treatment or subsequent inpatient treatment through the employer's liability insurance association (BGSW) immediately following a hospital stay (within 30 days) is considered medically required inpatient treatments at an objective level.
- 2.2.1.3 Health resort measures such as stays in sanatoriums, convalescence homes and rehabilitation clinics are not considered medically required inpatient treatments on an objective level, as long as 2.2.1.2 does not apply.
- 2.2.1.4 If the insured person has suffered an accident that falls under the insurance contract, the insurer will pay the costs required for return transport to a hospital at the home location or near the home location after a 14-day hospital stay at the accident location, for a maximum amount of € 3,500.00.
- 2.2.1.5 Different from 2.2.1.1 to 2.2.1.4, hospital per diems are also paid for ambulant operations due to an accident, insofar as such operations are usually performed on an inpatient basis. In these cases, the agreed hospital per diem will be paid for five days.
- 2.2.2 Amount and duration of benefits**
- 2.2.1 The hospital per diem is paid at the amount insured for each calendar day of inpatient treatment, but at most for two years calculated as of the accident date.
- 2.2.2 Differently from 2.2.1, hospital per diems are also paid beyond the second accident year if the hospital stay is used for the removal of contributed osteosynthesis materials.  
This extension only applies until the end of the third year calculated as of the accident date.
- 2.2.3 As a partial alteration of 2.2.1, hospital per diems are also approved for inpatient treatment at a rehabilitation centre that takes place immediately following inpatient hospital treatment due to an accident. The hospital per diem is paid for each day of full treatment at the rehabilitation centre, for a maximum of 100 days.
- 2.2.4 Where, in the case of serious consequences following an accident, it is medically recommended and approved by a physician that an accompanying person stays in the hospital together with the insured person, the insured hospital allowance will be doubled for this hospital stay.
- 2.3 Convalescence benefit**
- 2.3.1 Prerequisites for benefits:**  
The insured person has been discharged from inpatient treatment and was entitled to hospital per diems according to 2.2.
- 2.3.2 Amount and duration of benefits**
- 2.3.2.1 The convalescence benefit is paid in the amount of the agreed amount insured for the same number of calendar days that is available for hospital per diems, but for a maximum period of 100 days.
- 2.4 Death benefit**
- 2.4.1 Prerequisites for benefits**  
The insured person died as a result of the accident within 24 months of the accident.  
If compensation was already provided during this time period pursuant to 2.1, then such compensation will be offset against the death compensation. The insurer will waive the claim for the return of disability benefits that have been paid, if these exceed the death benefit.  
We hereby advise of the special obligations according to 5.5.
- 2.4.2 Amount of benefit**
- 2.4.2.1 The death benefit is paid at the amount of the agreed amount insured.
- 2.4.2.2 The agreed amount insured is increased by 10% of the amount insured, at most by € 5,000, for each dependent child, up to the age of 18, or the age of 23 the child is in school.
- 2.4.2.3 If compensation pursuant to 2.4 becomes payable, verified burial costs up to € 7,500 per insured person may also be claimed.
- 3 What are the effects of illnesses or infirmities?**

As an accident insurer, the insurer provides benefits for the consequences of an accident. If illness or infirmity has contributed to the injuries (or its effects) that were caused by an accident event, the following will be reduced in accordance with the contribution of the illness or infirmity:

- the percentage rate of the degree of disability, in the case of a disability,
- the benefit, in the case of death and all other cases (in the absence of other provisions)

However, reductions will not be applied if the contribution is less than 45%.

#### **4 In which cases is insurance cover excluded?**

##### **4.1 Insurance cover is not available for the following accidents:**

4.1.1 Accidents of the insured person due to mental disturbances or impaired consciousness, and as a result of strokes, epileptic seizures or other seizures that affect the entire body of the insured person.

However, insurance cover is extended

- if these disturbances or attacks were caused by an accident event that falls under this contract;
- for accidents due to impaired consciousness that is due to drunkenness.

4.1.2 Accidents suffered by the insured person due to intentional consumption of drugs or improper use of medication.

4.1.3 Injuries that the insured person purposely inflicts on himself, suicide and attempted suicide.

4.1.4 Accidents due to war and war events. War or war events are defined as any action as a result of, or the attempted participation in, military action between nations, including civil war, revolution and invasion. An active participant is a person who delivers, removes or otherwise handles equipment, installations, devices, vehicles, weapons or other materials intended for warfare on the side of a warring party.

4.1.4.1 Passive war risk

Insurance cover exists for accidents which occur to the insured person through war events without being an active participant in the war or civil war (passive war risk), unless the damage was triggered by a nuclear, chemical or biological attack or the circumstances already existed at the beginning of the journey.

Warlike actions in the country of permanent residence of the insured person, or any country in which they reside for a period of at least 12 months as well as in the countries of Afghanistan, Chechnya, Iraq, North Korea and Somalia are excluded.

4.1.5 Accidents suffered by the insured person as a pilot (also recreational aerial machine operators), insofar as the person requires authorisation in this regard according to German law, and as another member of the crew in an aircraft.

4.1.6 Injury to spinal discs and bleeding from internal organs and cerebral haemorrhages. However, insurance cover is extended if an accident event that falls under this policy pursuant to 1.3 is the major cause.

##### **4.2. Infections**

4.2.1 However, insurance cover is extended for

rabies and tetanus

and for

- infections in which the pathogens entered the body due to injuries sustained from an accident.

##### **4.3 Abdominal hernias.**

These are insured if they were incurred as a result of a violent and external impact event that falls under this contract.

## **5 Important items to note after an accident (responsibilities)**

- 5.1 Following an accident that will probably result in an obligation to pay benefits, the insured person must immediately contact a physician, follow his instructions and inform the insurer.
- 5.2 The accident report forwarded by the insurer must be truthfully completed by the insured person and sent back immediately; other pertinent information requested by the insurer must also be provided in the same manner.
- 5.3 Proof of payment of the insured travel services with an insured Account or Corporate Card must be provided in the case of a claim.
- 5.4 Where the insurer commissions the services of physicians, the insured person must be willing to be examined by these physicians. The required costs, including any resulting loss of earnings, will be covered by the insurer.
- Where loss of earnings cannot be proven in the case of self-employed individuals, a fixed amount in the amount of 1.5 ‰ of the sum insured for a case of disability will be paid out, but at maximum € 1,000.00.
- 5.5 The physicians who have treated or examined the insured person (also for other reasons), other insurers, insurance carriers and government authorities must be authorised to provide all required information.
- 5.6 If the accident results in death, the death must be reported to us within 72 hours, even if the accident was already reported to us previously.  
The reporting period begins once you, your heirs or persons entitled to benefits have obtained knowledge of the death of the insured person and the possible cause of the accident.  
The insurer must be provided with the right to have an autopsy performed by a physician who has been engaged by us.

## **6 When are the benefits due for payment?**

- 6.1 The insurer is required to provide an explanation in text form as to whether and to what extent the insurer acknowledges a claim; this must be done within four weeks, and within three months in the case of a disability claim. The time periods begin upon receipt of the following documents:
- proof of circumstances of the accident and consequences of the accident,
  - in the case of a disability claim, additionally proof of completion of treatment, insofar as such is required to measure the disability.
- We will assume all doctor's fees incurred by the insured person for the purpose of establishing the claim to benefits.
- 6.2 If the insurer recognises the claim, or the insurer and the insured person have come to an agreement regarding the reason and amount, the insurer will provide benefits within two weeks.
- 6.3 Where an obligation to provide benefits is initially established solely on merit, the insurer will pay suitable advances - at your request.
- Prior to the completion of a treatment, disability benefits may only be claimed up to the amount of an agreed death sum within one year of the accident.
- 6.4 The insured person and the insurer have the right to have the degree of disability assessed by a physician on an annual basis.
- This right applies to the insured person and the insurer
- for up to three years
  - for children to 14 years of age, for up to five years after the accident.
- This right must be exercised
- by the insurer together with our declaration regarding our obligation to provide benefits pursuant to 6.1,
  - by the insured person before the end of the time limit.
- If the final measurement results in a higher disability benefit than the one we have already provided, annual interest of 5% must be applied to the additional amount.

## B. Transport delay > 4 hours

### 1. Insured persons

#### Account

Insurance cover is extended to all employees and authorised guests.

Reservations up to 10 people are considered insured. Coverage is provided for all individuals of the collective/group bookings.

#### Corporate Cards

Insurance cover is extended to

- all owners of a Corporate Card,
- the spouse or common-law partner of the card holder,
- as well as his children (including stepchildren, adoptive children and foster children and children of the insured life partners) up to 25 years of age, as long as they are undergoing vocational training or receiving a school education,

on business and private travel.

Reservations up to 10 people are considered insured. Coverage is provided for all individuals of the collective/group bookings.

### 2. Prerequisites for insurance cover

Insurance cover is provided under the condition that all of the costs for

- airline tickets
- train tickets,
- ferry tickets or
- long-distance buses

have been paid with a Account or Corporate Card that provides insurance cover (contract in favour of third parties).

### 3. Scope of insurance cover

The insurer will reimburse costs incurred for meals, refreshments, hotel stays and transport to and from nearby hotel establishments, if a booked and confirmed trip is delayed by more than four hours as compared to the times indicated in the time table or flight schedule or cannot be undertaken as planned due to a breakdown.

### 4. Exclusions

Insurance cover is not extended in the following cases:

- a) if a transport mode of the same kind was made available within four hours after the planned departure time (as per the time table or flights schedule);
- b) if the insured person failed to check in at the prescribed time, except in the case of a strike;
- c) if the delay is due to a strike or a situation that was already known more than 24 hours before the start of travel, or which had already been advised previously;
- d) if the delay is due to the fact that the transport mode was withdrawn from transport by an official authority and this was already known prior to the start of travel;
- e) if the delay is due to direct or indirect war or civil war events;
- f) if the delay is due to an attempted or committed crime by the insured person;
- g) if the delay is due to a breach of the customs regulations of the relevant country by the insured person.

### 5. Responsibilities in the case of a damage event / Submitting a claim

Please observe the following in the case of a damage event:

- Each claim to insurance benefits must be immediately reported to the insurer.
- All documents that the insurer deems necessary for the assessment of damages (e.g. original tickets and confirmation from transport company regarding the minimum four-hour delay of the transport mode) must be submitted.
- Receipts for expenses that were required and are related to the delay of the transport mode must be submitted.
- The published time tables or flight schedules will be used to verify the travel time indicated on the ticket.

## **C. Missed connecting flight**

### **1. Insured persons**

#### **Account**

Insurance cover is extended to all employees and authorised guests.

Reservations up to 10 people are considered insured. Coverage is provided for all individuals of the collective/group bookings.

#### **Corporate Cards**

Insurance cover is extended to

- all owners of a Corporate Card,
- the spouse or common-law partner of the card holder,
- as well as his children (including stepchildren, adoptive children and foster children and children of the insured life partners) up to 25 years of age, as long as they are undergoing vocational training or receiving a school education,

on business and private travel.

Reservations up to 10 people are considered insured. Coverage is provided for all individuals of the collective/group bookings.

### **2. Prerequisites for insurance cover**

Insurance cover is only extended if all of the costs for the flight tickets were paid with a Account or a Corporate Card that provides insurance cover (contract in favour of third parties).

### **3. Scope of insurance cover**

The insurer reimburses costs incurred for meals, refreshments, hotel stays and transportation to and from a nearby hotel establishment if the booked connecting flight is missed due to the delayed arrival of a booked and confirmed flight at the airport, and there is no alternate possibility for onward travel within the next four hours.

### **4. Responsibilities in the case of a damage event / Submitting a claim**

Please observe the following in the case of a damage event:

- Each claim to insurance benefits must be immediately reported to the insurer.
- All documents that the insurer deems necessary for the assessment of damages (e.g. original tickets and confirmation from the airline regarding the flight delay) must be submitted.
- Receipts for expenses that were required and are related to the missed connecting flight must be submitted.
- The published flight schedules will be used to verify the travel time indicated on the ticket.

## **D. Delayed luggage > 4 hours**

### **1. Insured persons**

#### **Account**

Insurance cover is extended to all employees and authorised guests.

Reservations up to 10 people are considered insured. Coverage is provided for all individuals of the collective/group bookings.

#### **Corporate Cards**

Insurance cover is extended to

- all owners of a Corporate Card,
- the spouse or common-law partner of the card holder,
- as well as his children (including stepchildren, adoptive children and foster children and children of the insured life partners) up to 25 years of age, as long as they are undergoing vocational training or receiving a school education,

on business and private travels.

Reservations up to 10 people are considered insured. Coverage is provided for all individuals of the collective/group bookings.

### **2. Prerequisites for insurance cover**

Insurance cover is provided under the condition that all of the costs for

- airline tickets
- train tickets
- ferry tickets or
- long-distance buses

have been paid with a Account or Corporate Card that provides insurance cover (contract in favour of third parties).

### **3. Scope of insurance cover**

If the luggage that is checked in for transport with the same mode of transport also used by the insured person for travel purposes does not arrive at the intended location within four hours of the arrival of the insured person, the insurer will reimburse verified costs for the purchase of required replacement clothes and hygiene items purchased prior to the arrival of the luggage.

With respect to type, quantity and quality, the reimbursement will be based on the delayed or lost clothing items and hygiene articles of the insured person.

### **4. Exclusions**

Insurance cover is not provided if

- a) the luggage was not properly checked in;
- b) the luggage was seized by customs or another government authority;
- c) the required replacement clothing and hygiene articles were not purchased within two days of arrival in the case of a 4 to 48 hour delay;
- d) the luggage delay is due to direct or indirect war or civil war events;
- e) the luggage delay is due to an attempted or committed crime by the insured person;
- f) the luggage delay is due to a breach of the customs regulations of the relevant country by the insured person;
- g) the luggage delay is due to a strike or other labour dispute measures by employees of the airline, flight attendants, baggage crews or air traffic controllers;
- h) the luggage delay or loss of luggage occurs during the return trip to the insured person's permanent place of residence.

### **5. Responsibilities in the case of a damage event / Submitting a claim**

Please observe the following in the case of a damage event:

- Each claim to insurance benefits must be immediately reported to the insurer.
- All documents that the insurer deems necessary for the assessment of damages (e.g. original tickets and confirmation from transport company regarding the minimum four-hour luggage delay) must be submitted.
- Receipts for expenses that were required and are related to the delay of the luggage must be submitted.
- The published time tables or flight schedules will be used to verify the travel time indicated on the ticket.

The appropriate steps to retrieve the luggage must be taken.



Supporting information must be provided that the travel service was paid with the Company Account or Corporate Card.

## E. Luggage lost in transport mode

### 1. Insured persons

#### **Account**

Insurance cover is extended to all employees and authorised guests.

Reservations up to 10 people are considered insured. Coverage is provided for all individuals of the collective/group bookings.

#### **Corporate Cards**

Insurance cover is extended to

- all owners of a Corporate Card,
- the spouse or common-law partner of the card holder,
- as well as his children (including stepchildren, adoptive children and foster children and children of the insured life partners) up to 25 years of age, as long as they are undergoing vocational training or receiving a school education,

on business and private travel.

Reservations up to 10 people are considered insured. Coverage is provided for all individuals of the collective/group bookings.

### 2. Prerequisites for insurance cover

Insurance cover is provided under the condition that all of the costs for

- airline tickets
- train tickets / boat tickets
- long-distance buses
- car rental (= self-propelled rental cars)
- taxi trips booked via the "My Taxi" app in Germany or via a Sharing Economy company.
- hotel stays (including bed and breakfasts, Airbnb rentals, rentals via a Sharing Economy company, motels, vacation apartments and firmly attached living units on camping grounds. Mobile caravan trailers, trailers or caravans are not insured.)
- sea voyages / cruises (equivalent to hotel)
- all-inclusive travel (bundling of at least two travel services, if at least one insured mode of transport is included in the package)

have been paid with a Account or Corporate Card that provides insurance cover (contract in favour of third parties).

#### 1. As a guest on flights with an aircraft authorised for air travel, as a traveller using the train or ferries

Insurance cover always begins when the person has entered the airport premises/train station/ferry station, applies for the duration of the flight/train ride/boat ride and expires when the person leaves the airport premises/train station/ferry station at the destination.

If the traveller is already in possession of a valid airline ticket or ticket, or such has been filed at the airport/train station/port, the following also applies:

Where modes of transport are used for direct travel to the airport/train station/port prior to the intended departure, insurance cover already begins at the time the person enters the mode of transport. It expires after the arrival of the air plane/train/ferry when the person leaves the mode of transport that was used to reach the nearest destination (hotel, workplace, residence, collection site) after the flight/train ride/boat ride.

Accidents during the course of replacement transport provided by a transport company due to bad weather or for technical reasons are also co-insured in the same manner.

Insurance cover also extends to the drive to and from evening luggage check-in for plane travel.

#### the following applies to railway passes:

Insurance cover also applies to trips undertaken with railway passes, as long as the pass was paid for with an insured Account or a Corporate Card.

#### 3. As the passenger of a long-distance bus

Insurance cover begins when the person enters the bus, applies for the duration of the bus trip and ends when the person leaves the bus at the destination.

4. As the user of a rental car (passenger vehicles)  
Insurance cover applies as a driver or passenger in the passenger vehicle. Each entitled driver or passenger of a rental car has a claim for the full amount insured as per this contract. This also includes accidents that occur while entering or exiting the car, or fuelling.  
Entitled driver or passengers include all employees of the company for whom the Account was issued, and also persons not related to the company who travel in the rental car together with the person renting the car and whose employer also possesses a Account with insurance cover, as well as other travelling owners of a Corporate Card and their co-insured family members.
5. As a passenger in taxi cars in a taxi booked through MyTaxi app in Germany or a company of the Sharing Economy.  
Insurance cover only applies as a passenger in the taxi. Each entitled passenger of a taxi has a claim for the full amount insured as per this contract. This also includes accidents that occur while entering or exiting the car, or fuelling.  
Entitled passengers include all employees of the company for whom the Account was issued, and also persons not related to the company who also travel in the taxi and whose employer also has a Account with insurance cover, as well as other travelling owners of a Corporate Card and their co-insured family members.
6. As a hotel guest on hotel premises or as an overnight guest during a stay in a company of the Sharing Economy  
Insurance cover begins at arrival upon entry of the hotel grounds prior to check-in, and expires at departure following check-out and departure from the hotel grounds. Accidents outside of hotel grounds in the time between check-in and check-out are not insured.
7. As a participant in all-inclusive travel (bundling of at least two travel services, if at least one insured mode of transport is included in the package)  
Insurance cover under items 1. - 6. applies accordingly to the services included in all-inclusive travel. In the case of sea voyages / cruises, ships are deemed equal to hotels.
8. As a participant in sea voyages and cruises  
Insurance cover under items 1. - 6. applies accordingly to the services included in sea voyages / cruises. The ship is deemed equal to a hotel.

### **3. Scope of insurance cover**

The insurer provides compensation if luggage brought along on a trip is lost or damaged in an insured mode of transport, and during travel to and from the same.

The following are deemed insured:

- a) theft, breaking and entering, robbery, extortionate robbery, intention property damage by third parties;
- b) accident of a mode of transport;
- c) fire, explosion, storm, hail, snow loads, lightning strikes, flood water, flooding, avalanches, volcanic eruptions, earthquakes and landslides

All items of the insured person's personal travel needs, including gifts and souvenirs, are deemed insured luggage.

### **4. Amount insured and deductible**

In the case of an insured event, the insurer will provide the following compensation, up to the amount insured

- a) for lost or destroyed items - the current market value The current market value refers to the amount that is generally required to acquire new items of the same type and quality, less the amount that corresponds with the condition of the insured item (age, wear and tear, use etc.);
- b) for damaged items, the required repair costs and possibly any remaining reduction in the value, but at maximum the current market value;
- c) for films, video, sound and data carriers, the value of the materials;
- d) for official identification and visas, the official fees for replacing such documents.

For each insured event, the insured person is responsible for a deductible of € 50.00.

### **5. Exclusions**

1. No insurance cover exists for the following:

- a) cash, securities, travel tickets and all types of documents with the exception of official identification and visas
- b) other items brought along (including EDP devices and so) provided by the employer
- c) sports equipment
- d) jewellery and valuable items

- e) subsequent financial losses.
2. No insurance cover is provided for
- damages due to forgetting something, leaving something lying, hanging or standing somewhere, losing items;
  - if the insured person has brought about the insured event in an intentional or grossly negligent manner. In the event the insured person brings about the damages in a grossly negligent manner, the insurer is entitled to reduce benefits in proportion to the severity of the fault of the insured person.
3. Restrictions to insurance cover
- private mobile telephones, EDP devices and software including accessories are insured for a total of up to € 200.00;
  - cameras and video cameras (including accessories) brought along as luggage are insured for a total of up to € 100.00;
  - glasses, contact lenses, hearing aids, orthodontic braces and prostheses including accessories are insured for up to € 100.00 each;
  - gifts and souvenirs are insured for a total amount of up to € 50.00;
4. Luggage in parked rental car  
Insurance cover for the theft of luggage during an insured travel period from a rental car and from attached containers or roof/rear racks that are locked is only available if the rental car or the containers or roof/rear racks were secured with a lock and the damages occur between 6:00 am and 10:00 pm. Insurance cover is also extended to overnight periods in the case of stop-overs that do not exceed two hours at a time.
- 6. Responsibilities in the case of a damage event / Submitting a claim**  
Please observe the following in the case of a damage event:
- Each claim to insurance benefits must be immediately reported to the insurer.
  - The insured person is required to immediately report damages caused by criminal acts to the nearest or closest available police detachment by submitting a list of all lost or damaged goods, and to obtain confirmation of the same. A certificate in this regard must be submitted to the insurer.
  - All documents deemed necessary by the insurer to assess damages must be submitted.
  - Receipts for expenses that were required and are related to the lost luggage must be submitted.

The appropriate steps to retrieve the luggage must be taken.

Supporting information must be provided that the travel service was paid with the Account or Corporate Card

## F. Damaged luggage

### 1. Insured persons

#### **Account**

Insurance cover is extended to all employees and authorised guests.

Reservations up to 10 people are considered insured. Coverage is provided for all individuals of the collective/group bookings.

#### **Corporate Cards**

Insurance cover is extended to

- all owners of a Corporate Card,
- the spouse or common-law partner of the card holder,
- as well as his children (including stepchildren, adoptive children and foster children and children of the insured life partners) up to 25 years of age, as long as they are undergoing vocational training or receiving a school education,

on business and private travel.

Reservations up to 10 people are considered insured. Coverage is provided for all individuals of the collective/group bookings.

### 2. Prerequisites for insurance cover

Insurance cover is provided under the condition that all of the costs for

- airline tickets
- train tickets
- ferry tickets or
- long-distance buses

have been paid with a Account or Corporate Card that provides insurance cover (contract in favour of third parties).

### 3. Scope of insurance cover

If the luggage of the insured person, which was checked in in good condition for transport with the same mode of transport used by the insured person for travel purposes, arrives at the intended destination with damages, the insurer will reimburse verified costs for the repair or purchase of required replacement clothing, luggage items and hygiene articles.

With respect to type, quantity and quality, the reimbursement will be based on the damaged luggage of the insured person.

### 4. Exclusions

Insurance cover is not provided if

- a) the luggage was not properly checked in;
- b) the luggage was seized by customs or another government authority;
- c) the luggage item features normal damages that are typical for transport, such as scratches, stains etc., which however do not impact the use of the item itself.

### 5. Responsibilities in the case of a damage event / Submitting a claim

Please observe the following in the case of a damage event:

- Each claim to insurance benefits must be immediately reported to the insurer.
- All documents that the insurer deems necessary for the assessment of damages (e.g. original tickets and confirmation from the airline regarding the damages to the luggage) must be submitted.
- Receipts for expenses that were required and are related to the damages to the luggage must be submitted.
- The published time tables or flight schedules will be used to verify the travel time indicated on the ticket.

Supporting information must be provided that the travel service was paid with the Account or Corporate Card

### III. ASSISTANCE SERVICES

#### Medical and travel assistance

##### **Valid for all contracts**

The following assistance services are available to you under the hotline numbers shown below:

24/7 Hotline:	German	+49 893 803 5679
	English	+44 (0) 203 281 7210

##### **Only the listed organisation services are deemed agreed.**

All resulting follow-up costs are the responsibility of the insured person.

#### Medical assistance

- Medical advice over the telephone.
- Information regarding medical funding agencies (names, addresses, telephone numbers and - where requested and available - office hours of medical funding agencies)
- Preparation for inpatient hospital admittance
- Translations (organisation of telephone translations of medical matters)
- Organisation of supplies of important medication
- Evacuation - Organisation of an evacuation for the traveller at the required scope to the nearest hospital that offers suitable medical care.
- Organisation of provision of suitable communication options, mobile medical equipment and a medical attending team.
- Return transport / Repatriation - medically meaningful and physician-ordered return by air plane or another suitable transport method from a domestic location and from abroad to a suitable hospital that is located at the insured person's residence location. In the case of death, the insured person will be repatriated to the last place of residence.
- Hospital visits - Organisation of an airline ticket for a hospital visit by a relative or friend of the insured person, if the insured person travelled alone and is treated at a hospital on an inpatient basis outside of his home country or country of residence.
- Accommodations - Organisation of hotel accommodations for the traveller, if a medical emergency evacuation, medical emergency return transport or inpatient treatment is required.

#### Travel assistance

- Information about vaccination and visa regulations
- Recommendations regarding translators
- Assistance with lost luggage
- Assistance with lost passports
- Information about legal advice - Provision of names, addresses, telephone numbers and - if requested and available - office hours of lawyers or other legal advisers ("lawyers") in the region of the traveller's current place of residence.
- Assistance with arranging meetings with lawyers
- Assistance with finding foreign representations - Provision of information regarding addresses, telephone numbers and office hours of the nearest consulate or embassy in charge.
- Provision of documents in the case of an emergency

## **Bulletin on Data Processing (as at: 1 April 2013)**

### **Introduction**

Today, insurance companies require the assistance of electronic data processing (EDP) to carry out their duties. It is the only way to process contracts correctly, quickly and efficiently; in addition, EDP also offers insured persons better protection against misuse than current manual processes. The processing of data relating to your person that is forwarded to us is governed by the German Data Protection Act (BDSG). In accordance with this act, data may be collected, processed and used if that is allowed under the BDSG or another regulation, or if you as the affected party have given your consent. The BDSG allows for the collection, processing and use of data if this is required as part of the establishment, implementation or termination of a legal or legal-like contractual obligation with you as the affected party, or insofar as it is required to protect the justified interests of the agency in charge, and there is no reason to suppose that this would outweigh your interest (which is worthy of protection) in excluding the collection, processing or use of this data.

### **Declaration of consent**

Regardless of this balancing of interests that would have to be applied in each individual case, and with regard to providing a secure legal basis for data processing purposes, a declaration consent pursuant to the BDSG has been added to your insurance application. It survives the end of the insurance contract, but also ends - except in the case of life, accident and health/long-term care insurance - with the rejection of the application, or if you withdraw your consent, which may be done at any time. If the declaration of consent is partially or fully removed at the time the application is filed, it is possible that a contract will not be concluded. Data may be collected, processed and used within legally permissible limits, as described in the introductory remarks, even if consent is withdrawn or the declaration of consent is partially or fully removed.

### **Permission to disclose confidential information**

The provisions of the Insurance Contract Act (VVG), the BDSG and other data protection provisions do not contain an adequate legal basis for the collection, processing and use of health data by insurance companies. Therefore we require your consent under data protection law to enable us to obtain and use your health data for this application and the contract. In addition, we also require your permission to obtain confidential information in order to collect your health data from sources that are required to professional secrecy, such as physicians. We also require this permission to forward your health data or other data protected pursuant to sec. 203 of the Criminal Code, such as e.g. the fact that you have entered into a contract, to other agencies, e.g. assistance companies or IT service providers. That is why in the case of personal insurance policies, such as life, accident and health/long-term care insurance, an application for the aforementioned purpose also includes consent under data protection law and a clause for the permission to release confidential information.

Some of the main examples of data collection, processing and use are outlined below:

#### **1. Data storage at your insurer**

We collect and store data that is required for the insurance contract. This initially includes your information in the application (application data). In addition, we also maintain insurance-related data for the contract, such as customer number, insurance policy number, amount insured, insurance term, premium, bank details and, where required, the information of a third party, e.g. a broker, expert or physician (contract data). In the case of an insured event, we will store your information regarding these items and possibly also information from third parties, such as the degree of occupational disability as determined by a physician, your repair shop's finding regarding a write-off of a vehicle (benefit data).

#### **2. Data transmissions to reinsurers**

In order to secure the fulfilment of your claims, we may involve reinsurance companies that assume the entire or part of the risk. In some cases, reinsurance companies also involve other reinsurance companies, to which they also forward your data. To ensure that the reinsurance company is able to make its own assessment of the risk or the insured event, it is possible that we will submit your insurance application or application for benefits to the reinsurance company, particularly if the amount insured is especially high or it concerns a risk that is difficult to classify.

In addition, it is possible that the reinsurance company assist us with the review of risk or benefits and the assessment of process flows by virtue of its special expertise. Where reinsurance companies have assumed

responsibility for securing the risk, they can verify whether we have correctly assessed the risk or an entitlement to benefits. Moreover, data regarding your existing contracts and applications will be forwarded to reinsurance companies at the required scope, to enable them to review whether and to what extent they are able to participate in the risk. Data regarding your existing contracts may be forwarded to reinsurance companies to settle premium payments and benefit entitlements.

Where possible, anonymous data or data with pseudonyms will be used for the aforementioned purposes; however, health data regarding your person will also be used for that purpose. The reinsurance companies will only use your personal data for the aforementioned purposes.

We will inform you when your health data is forwarded to reinsurance companies. This duty to inform does not apply if you have provided your consent.

### **3. Data transmissions to other insurers**

According to the VVG, the insured person must inform the insurer of all circumstances that are important for assessing the risk and process the claim when an application is filed, when a contract is changed, and in the case of a damage event. This includes e.g. previous illnesses and insured events or notifications regarding similar other insurance policies (applied for, existing, rejected or terminated). To prevent the misuse of insurance services, clarify possible discrepancies in the information provided by the insured person, or to close loopholes in the assessments of damages occurred, it may be necessary to ask other insurers for information or provide the relevant information on request. There are other cases (double insurance, statutory transfer of claims and knock-for-knock) in which it becomes necessary to exchange personal information among insurers. This involves the forwarding of information related to the affected party, such as name and address, license plate number, type of insurance cover and risk, or information regarding damages such as amount of damages and date of damage.

### **4. Data processing and data transmission within and outside of a group of companies**

Individual insurance sectors (e.g. life, health, property insurance) are operated by legally independent companies. These companies often collaborate in groups of companies to be able to offer comprehensive insurance cover to their customers.

To save costs, some areas will be centralised, such as collection or data processing. It means that e.g. your address will only be stored once, even if you conclude contracts with different companies in the group; similarly, your insurance policy number, the type of contracts, possibly your birth date, account number and bank code, i.e. your general application, contract and benefit data, will be maintained in a central database.

In this context, so-called partner data (e.g. name, address, insurance policy number, account number, bank code, existing contracts) may be queried by all companies in the insurance group. In this way, incoming mail can always be allocated correctly and the partner in charge can be named immediately in the case of telephone inquiries. Similarly, cash receipts can also be posted properly in the case of doubt, without the need for further inquiries. In contrast, other general application, contract and benefit data can only be queried by the insurance companies in the group. Even though this data is only required and used by the various companies to provide advice and support to the relevant customers, the law has also considers such activities "data transmission", during which the provisions of the German Data Protection Act must be observed. Industry-specific data - such as e.g. health and creditworthiness data - will however remain under the exclusive control of the respective companies.

Certain tasks, such as risk reviews, booking of the contract, processing of benefits or telephone customer service, which can lead to the collection, processing or use of your data, are not performed by us directly, but are rather delegated to another company in our group or another agency.

Personal data may be transmitted across countries under the conditions listed in item 5.

In addition, our insurance companies and brokers also work with credit institutions, building and loan associations and investment/real estate companies outside of the group in order to provide their customers with comprehensive advice and support for other financial services (e.g. loans, building loan contracts, investments, real estate).

This collaboration consists of the mutual brokerage of the relevant products and further support for customers thus acquired. For example, as part of their activities in advising and supporting their clients, credit institutions also broker insurance services in addition to their own financial services products.

The information cited under item 6 applies to data processing by intermediary agencies.

### **5. Transmission of personal data across national boundaries**

In certain cases, it may be required to forward your personal data to parties that are domiciled in other countries. Some of these countries may not have the same data protection standards as the country in which you reside. We will only forward data to parties in such countries if we can ensure that they are able to guarantee a sufficient level of data protection.

Data that is classified as sensitive in terms of sec. 3 subsect. 9 BDSG will not be forwarded to countries outside of the EU or EEA.

We will not forward data received in connection with health, accident or life insurance policies to third parties.

However, we reserve the right to forward data to parties outside of the EU or EEA if this is in your best interest, i.e. for processing claims from international travel insurance or the provision of medical care if you are staying abroad. In addition, we can forward data to parties in other countries if you have provided your express consent in this regard.

#### **6. Support provided by insurance brokers**

With respect to your insurance matters and other service offerings of our group or our cooperation partners, you will be supported by an independent broker, who will provide advice with your consent. For this purpose, and to ensure that brokers are able to carry out their duties properly, we will provide the insurance broker with the information from your application, contract and benefit data that is required for support and advisory purposes, e.g. insurance policy number, premiums, type of insurance cover and risk. Number of insured events and amount of insurance benefits.

#### **7. Storage and use of your data if the contract is not established**

In the event a contract is not established, we will store the data that was collected as part of the risk review for the case that you submit a new application for insurance. We will also store your data to be able to answer possible inquiries from other insurance companies. We will store your data at our company until the end of the third calendar year following the year in which the application was made.

#### **Other information and explanations regarding your rights**

As an affected party, the BDSG provides you with the right to receive information and, under certain conditions, the right to correct, lock or delete your stored data. Please contact the company data protection officer of your insurer to obtain further information and explanations. Please always direct all requests for information, correction, locking or deletion related to the data stored at the reinsurer to your insurer.

## Supplementary declaration for the "Bulletin on Data Processing" in the case of group insurance contracts

The attached "Bulletin on Data Processing" is based on the assumption of an individual insurance contract. This bulletin applies as part of this group insurance contract in consideration of the following special features:

1. In its introductory remarks, the "Bulletin on Data Processing" contains the phrase "data relating to your person that is forwarded to us". However, in the case of this group insurance contract, the insurer will receive personal information regarding the insured persons particularly in the case of damages. The use and processing of this data is only admissible if permitted under the German Data Protection Act (BDSG) or another regulation, or if the affected party, in particular the insured person, has provided their consent.
2. The "Bulletin on Data Processing" refers to the requirement of a declaration of consent, regardless of the balancing of interests that must be performed in each case. The policyholder of the group insurance contract is **not** required to submit a declaration of consent under data protection law, as noted in the "Bulletin on Data Processing", if no personal data is collected from this person. This applies in particular to the insured person, but potentially also to other affected parties in terms of the BDSG.

In principle, an insurance contract is also established without a declaration of consent, notwithstanding the "Bulletin on Data Processing"

The information in the "Bulletin on Data Processing" applies accordingly to the insured persons with respect to the termination of the insurance contract, the withdrawal and deletion of consent.

3. Permission to disclose confidential information can only be provided by the insured person as the affected party. Therefore it is not added to the application for insurance, but rather will be obtained in the case of damages or following the addition to the insurance contract if this is required, notwithstanding the "Bulletin on Data Processing".
4. The following applies to the examples mentioned in the "Bulletin on Data Processing":
  - a) Above and beyond the information and data on the policyholder mentioned in the "Bulletin on Data Processing", the insurer will only store the name and number of insured persons at the time the contract is concluded and afterwards, unless there is an insured event.
  - b) In the case of an insured event, and notwithstanding the "Bulletin on Data Processing", the insurer will store the information of the insured persons, the policyholder and third parties relating to the damages, as listed in the "Bulletin on Data Processing". However, this is only done with regard to the personal data of the insured persons or other affected parties to the extent that the insurer is entitled to do so pursuant to the BDSG or another regulation, or if the affected person has provided their consent.
  - c) On request, the insurer will only forward to reinsurers the insurance-related information that was provided by the policyholder. The same applies to claims settlements with regard to the information of the insured persons, to the extent that the reinsurer participates in the assessment of risk and damages and the insurer is entitled to do so in this regard.
  - d) Item 3 of the "Bulletin on Data Processing" must be understood in the sense that the policyholders - when an application is submitted, for each contract amendment and, in the absence of differing regulations, in the case of damages - are required to inform the insurer of the circumstances outlined therein. In addition to the information in the "Bulletin on Data Processing", personal data of the insured persons or other affected parties may only be submitted to other insurers if this is permitted by the BDSG or another regulation or the affected party has consented to such a data transmission.
  - e) With regard to data processing within and outside of the insurance group, and the support offered by insurance brokers, may only refer to the information of the policyholder, in the absence of differing arrangements with the insured person.
  - f) Both the insured persons as affected parties in terms of the BDSG as well as the policyholder are entitled to the rights to information, correction, locking or deletion of stored data mentioned in item 7 of the "Bulletin on Data Processing", insofar as personal data is collected from them, processed or used. In this context, the affected persons may contact the insurer's company data protection officer directly. Similarly, requests for information, correction or deletion must always be directed to the insurer.