



## AirPlus Basic

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For the holders of an Account with AirPlus, your Virtual Card

Policy Number: APAX1001

### Scope of Insurance

According to the insurance agreement concluded between Inter Partner Assistance S.A. and Lufthansa AirPlus Servicekarten GmbH, your account and/or virtual card, with the coverage AirPlus Basic, includes the insurance coverage as detailed below. This contract ends earliest on 31 December 2024.

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 2023" and "Bulletin on Data Processing".

#### A. Transport Accident Insurance

up to	€	200,000.00	for full disability (additional benefit as of 70%)
up to	€	100,000.00	as a capital payment in case of disability
	€	100,000.00	in case of death

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

#### 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 2023

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

<u>Insurer:</u>	Inter Partner Assistance S.A., Boulevard du Régent 7 1000 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>Company Account:</u>	All central billing accounts issued by the policyholders or their subsidiaries or cooperation partners (currently: AirPlus Company Account, AirPlus Debit Account, MC Lodged Account).  - hereafter "Account"
<u>Virtual Card:</u>	All Virtual Cards Classic issued by the policyholders or their subsidiaries or cooperation partners. The AirPlus Virtual Cards Classic is available in the versions single-use and multi-use. For the single-use version, a Virtual Card number can be used for a one-off payment. For the multi-use version, a virtual card number can be used for multiple payments with the same purpose of use.  - hereafter "Virtual Card"
<u>Travel Costs:</u>	Travel costs include the costs directly related to the travel and can be paid with an Account or a Virtual Card. This includes the cost of transportation and the cost of accommodation (hotel, etc.). These costs must be paid by the account or a Virtual Card and the account or a Virtual 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.



Sharing Economy:

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:

Any business or private journey worldwide that begins and ends during the period of cover. This does not include the regular route to the workplace (in terms of commuting), even if this is cross-border.

The insurance contract was concluded between us and AirPlus 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 2023

## 1. Identity of the insurer

Inter Partner Assistance S.A.,  
Boulevard du Régent 7  
1000 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.,  
Boulevard du Régent 7  
1000 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 1.5.

### Transport Accident Insurance

up to	€	200,000.00	for full disability (additional benefit as of 70%)
up to	€	100,000.00	as a capital payment in case of disability
	€	100,000.00	in case of death

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

### 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 Account or the Virtual Card 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 Account or the Virtual Card, 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:

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:

Versicherungsombudsman 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@versicherungsombudsman.de](mailto:beschwerde@versicherungsombudsman.de)

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

The arbitration procedure may be used for a complaint value of up to EUR 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 2023

## 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 Virtual Card, and all of the travel costs were paid with the Account or the Virtual 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 the Virtual 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 or Virtual Card

In the event of the simultaneous existence of both an Account with insurance cover, a Virtual Card with insurance cover and a Corporate Card with insurance cover, the total insurance cover that applies to the Account, the Virtual Card 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

We do not provide any insurance cover, as long as it is prohibited by applicable statutory provisions under German and / or EU law. Applicable statutory provisions are:

- Foreign Trade Law AWG
- Foreign Trade Ordinance AWV
- Regulations of the European Union, such as Regulation EU 961/2010

Information on the relevant sanctions of the government authorities can also be found on the following website: [https://www.eeas.europa.eu/eeas/european-union-sanctions\\_en](https://www.eeas.europa.eu/eeas/european-union-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 (the location of the registered office of the company where the traveling person is employed) 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 at the time of the beginning of the journey, 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.



However, insurance cover is provided and service is offered if an event that led to a travel warning occurs unexpectedly after the start of the trip. The insurance cover expires at the end of the seventh day after the travel warning was issued

**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 or Virtual Cards as a result of a damage event is EUR 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 or Virtual 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 or a Virtual 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 or a Virtual 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 (see page 1 of this document)
- 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 complete and return the claim form provided by AXA with all necessary documentation to the following address: [airplusENG@axa-travel-insurance.com](mailto:airplusENG@axa-travel-insurance.com)

Do not forget to state your claim number in the header if you already have one.

From 1 January 2024, you will have the option of submitting this information online. Scan this QR code or follow the link: <https://airplus.claims.axa.travel/>



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

##### 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.

###### **Virtual Card**

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.

##### 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 "FREE NOW" app in Germany
- 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 a Virtual Card that provides insurance cover (contract in favour of third parties).

##### 3. 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 Virtual 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)  
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 or the Virtual Card 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 an Account or a Virtual Card with insurance cover.
4. As a passenger in taxi cars in a taxi booked through "FREE NOW" app in Germany  
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 or the Virtual Card was issued, and also persons not related to the company who also travel in the taxi and whose employer also has an Account or a Virtual Card with insurance cover.
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.

## A.2 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 EUR 25,000.00 and EUR 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 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.

## 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 EUR 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 Death benefit**

### **2.2.1 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.

### **2.2.2 Amount of benefit**

2.2.2.1 The death benefit is paid at the amount of the agreed amount insured.

2.2.2.2 The agreed amount insured is increased by 10% of the amount insured, at most by EUR 5,000, for each dependent child, up to the age of 18, or the age of 23 the child is in school.

2.2.2.3 If compensation pursuant to 2.4 becomes payable, verified burial costs up to EUR 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 isn't due to drunkenness or drug use.

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 a Virtual 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 EUR 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.



### 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**

Details of you, your insurance cover under this policy and claims will be held by us (acting as Data Controller) for underwriting, policy administration, claims handling, providing travel assistance, complaints handling, sanctions checking and fraud prevention, subject to the provisions of applicable data protection law and in accordance with the assurances contained in our website privacy notice (see below).

We collect and process these details as necessary for performance of our contract of insurance with you or complying with our legal obligations, or otherwise in our legitimate interests in managing our business and providing our products and services.

These activities may include:

- a. use of sensitive information about the health or vulnerability of you or others involved in your assistance guarantees, in order to provide the services described in this policy. By using our services, you consent to us using such information for these purposes,
- b. disclosure of information about you and your insurance cover to companies within the AXA group of companies, to our service providers and agents in order to administer and service your insurance cover, to provide you with travel assistance, for fraud prevention, to collect payments, and otherwise as required or permitted by applicable law;
- c. monitoring and/or recording of your telephone calls in relation to cover for the purposes of record-keeping, training and quality control;
- d. technical studies to analyze claims and premiums, adapt pricing, support subscription process and consolidate financial reporting (incl. regulatory); detailed analyses on claims/missions/calls to better monitor providers and operations; analyses of customer satisfaction and construction of customer segments to better adapt products to market needs;
- e. obtaining and storing any relevant and appropriate supporting evidence for your claim, for the purpose of providing services under this policy and validating your claim; and
- f. sending you feedback requests or surveys relating to our services, and other customer care communications.

We will separately seek your consent before using or disclosing your personal data to another party for the purpose of contacting you about other products or services (direct marketing). You may withdraw your consent to marketing at any time, or opt-out of feedback requests, by contacting the Data Protection Officer (see contact details below).

We carry out these activities within the UK, in and outside the European Economic Area, in relation to which processing the data protection laws and or agreements we have entered into with the receiving parties provide a similar level of protection of personal data

By purchasing this policy and using our services, you acknowledge that we may use your personal data, and consent to our use of sensitive information, both as described above. If you provide us with details of other individuals, you agree to inform them of our use of their data as described here and in our website privacy notice (see below).

You are entitled on request to a copy of the information we hold about you, and you have other rights in relation to how we use your data (as set out in our website privacy notice – see below). Please let us know if you think any information we hold about you is inaccurate, so that we can correct it.

If you want to know what information is held about you by AXA Travel Insurance Limited, or have other requests or concerns relating to our use of your data, please write to us at:

Data Protection Officer  
AXA Travel Insurance Limited  
106-108 Station Road  
Redhill  
RH1 1PR

Email: [dataprotectionenquiries@axa-assistance.co.uk](mailto:dataprotectionenquiries@axa-assistance.co.uk)

Our full privacy notice is available at: [www.axa-assistance.com/en.privacypolicy](http://www.axa-assistance.com/en.privacypolicy)  
Alternatively, a hard copy is available from us on request.