

AirPlus Rental Car Comprehensive Package

For the holders of an Account, a Virtual Card or Corporate Card with AirPlus Rental Car Comprehensive Package

Policy Number: APAX1010CH

Scope of Insurance

According to the insurance agreement concluded between TSM. and AirPlus International AG, your account / your corporate card, with the coverage AirPlus Rental Car Comprehensive Package, 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 regarding the General Insurance Information", the "General Insurance Information - TSM / AirPlus Special Conditions 2023", and "Bulletin on Data Processing".

A. Rental Car Comprehensive Cover

up to	CHF	71.700,00	per rental car (passenger vehicle)
Deductible	CHF	270,00	

General Definitions regarding the General Insurance Information

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

<u>Insurer:</u>	<p>TSM Compagnie d'Assurances , Rue Jaquet-Droz 43b 2301 La Chaux-de-Fonds , Switzerland (company number CHE-105.763.241)</p> <p>Telephone: +41 (0) 22 819 44 00 E-mail : sales@tsm-assistance.com E-mail: airplusENG@axa-travel-insurance.com</p> <p>- hereafter TSM, "we", "us" or "our" -</p>
<u>Policyholder:</u>	<p>AirPlus International AG Obstgartenstraße 27 8302 Kloten, Switzerland</p> <p>- hereafter AirPlus -</p>
<u>Insured person(s):</u>	<p>Insurance cover applies to the persons listed in the respective sections of the insurance conditions.</p> <p>- hereafter "you" or "your"</p>
<u>Corporate Card:</u>	<p>All Corporate Cards issued by AirPlus or its subsidiaries/affiliates or cooperation partners (currently: AirPlus Corporate Card Type 1, 2, 3, AirPlus Supreme Card, and AirPlus Corporate Credit Card as well as associated Private Cards issued until 2021).</p> <p>- hereafter "Corporate Card" -</p>
<u>Company Account:</u>	<p>All central billing accounts issued by the policyholders or their subsidiaries or cooperation partners (currently: AirPlus Company Account, AirPlus Debit Account, MC Lodged Account).</p> <p>- hereafter "Account"</p>
<u>Virtual Card:</u>	<p>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.</p> <p>- hereafter "Virtual Card"</p>
<u>Rental cars:</u>	<p>A rental car within the meaning of these terms and conditions is a car that is rented for business purposes by a person for a fee via a rental contract and is only used by this person and a maximum of one passenger entered in the rental contract. Cars that are not rented via a rental contract are excluded from the insurance cover.</p>
<u>Pool cars:</u>	<p>Cars that a company keeps for several of its employees for the purpose of local errands or business trips. Pool cars are not permanently assigned cars, but cars that are available to several employees. Pool cars are not considered rental cars and are therefore excluded from insurance coverage, even if a rental contract is</p>

associated with the pool car. The decisive factor for these insurance conditions is the type of use.

Travel Costs:

Travel costs include the costs directly related to the travel and can be paid with a Corporate Card or an Account or a Virtual Card. This includes the cost of transportation and the cost of accommodation (hotel, etc.). These costs must be paid to the account, the Virtual Card or the Corporate Card or the account, the Corporate Card or the 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).

Means of Transport:

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 - TSM / AirPlus Special Conditions 2023

1. Identity of the insurer

TSM Compagnie d'Assurances ,
Rue Jaquet-Droz 43b
2301 La Chaux-de-Fonds ,
Switzerland
(company number CHE-105.763.241)

Telephone: +41 (0) 22 819 44 00
E-mail : sales@tsm-assistance.com
E-mail: airplusENG@axa-travel-insurance.com

2. Address for service:

TSM Compagnie d'Assurances, Rue Jaquet-Droz 43b, 2301 La Chaux-de-Fonds, Switzerland

TSM Compagnie d'Assurances
Rue Jaquet-Droz 43b,
2301 La Chaux-de-Fonds

Telefon : +41 22 819 44 00
E-Mail : sales@tsm-assistance.com

For English:
Telefon: +44 (0) 203 281 7210
E-Mail: airplusENG@axa-travel-insurance.com

For German:
Telefon: +49 (0)89 3803 5679
E-Mail: airplusDEU@axa-travel-insurance.com

For French:
Telefon: +33 170 770 434
E-Mail : airplusFRA@axa-travel-insurance.com

For Italian:
Telefon: +39 068 750 3255
E-Mail: airplusITA@axa-travel-insurance.com

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.

Rental Car Comprehensive Cover

up to	CHF	71.700,00	per rental car (passenger vehicle)
Deductible	CHF	270,00	

6. Total price of insurance and costs

With respect to the insured persons themselves, no separate insurance premiums are payable to TSM 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 TSM.

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, the Virtual 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, the Virtual 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 TSM from the insurance contract, court jurisdiction is determined by the domicile of TSM 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 TSM'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:

Swiss Financial Market Supervisory Authority FINMA
Laupenstrasse 27
CH-3003 Bern
Telefon: +41 31 327 91 00
Fax: +41 31 327 91 01
E-Mail: info@finma.ch

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:
OMBUDSMAN OF PRIVATE INSURANCE AND OF SUVA
CHEMIN DES TROIS-ROIS 5BIS
POSTFACH 5843, CH-1002 LAUSANNE

TEL.: +41(0)213175271,
FAX: +41(0)213175270

Email : OMBUDSMAN@AVOCATS-CH.CH

Additional details: <http://www.ombudsman-assurance.ch/>

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

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, Virtual Cards and Corporate Cards as a result of a damage event is:

CHF 48,600,000 per event in the case of an aircraft accident
CHF 75,600,000 per event if the event is another travel accident

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, Virtual Cards 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 or a Virtual Card will be reimbursed in CHF 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 CHF at the European Central Bank rate for the day on which the receipts are received by the insurer. If required, the CHF 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

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. Comprehensive cover for rental cars

1. Insured person

Insurance is extended to all drivers listed in the rental contract who are undertaking business and private travel.

2. Prerequisites for insurance cover

Insurance cover is contingent on all rental costs having been paid with a Corporate Card, a Virtual Card or Account and the rental period shown in the rental contract does not exceed 31 days.

In the case of long-term rentals of more than 31 days, insurance cover is only extended if interim settlements are completed with a separate payment process for each maximum 31 days period, or if a new rental contract is issued with a separate contract number after the maximum period of 31 days.

3. Scope of insurance cover

Insurance cover is extended for damages incurred during insured travel with a rental car/during the term of the rental period as a result of damages, fire, vandalism, theft or loss of use of the rental car, up to a maximum of:

- CHF 71.700,00 (or face value in the country currency) or
- the value of the rental car, or
- the amount of the claim for compensation, whichever amount is lower.

Cover applies subject to the insured person having refused the car rental company's insurance against damages and loss or similar provisions, and under the condition that the insured person meets all of the requirements under C.2. of these insurance conditions.

4. Exclusions

Insurance cover is not extended to claims that are the direct or indirect result of the following, or which include the following:

1. the first CHF 270,00 of each insured damage event;
2. a fraudulent, dishonest or criminal act by the insured person or a person acting in collusion with the insured person, or if the insurance policy is concluded at a point in time when there are already concrete indications of a damage event;
3. the rental car is used contrary to the rental contract;
4. the vehicle is operated by persons not listed in the rental contract;
5. the vehicle is operated by persons who are not in possession of a valid driver's license;
6. rentals of vehicles with a purchase value of more than CHF 86.400,00 (or the face value in the respective country currency), or vehicles that are more than 20 years old, or vehicle types that have not been made for 10 years or longer.

It is the responsibility of the insured person (prior to the rental) to ensure that the vehicle is covered by the insurance policy;

7. a) the rental of vehicles that are not licensed for use on roads
b) trailers, caravans, trucks, motorcycles, mopeds, Mopeds, motor bicycles, off-road vehicles, recreational vehicles and motor caravans;
c) the exclusion does not apply to off-road and four-wheel vehicles as well as sport utility vehicles that are operated appropriately in regular road traffic.
8. using the rental car during or to train for car races, test drives, rallies or speed tests;
9. a self-inflicted injury or illness, alcoholism or consumption of drugs (items other than those consumed as part of a treatment prescribed by an accredited physician, whereby this group also excludes items used to treat drug addiction) or exposure to unnecessary risk (with the exception of attempts to save lives);
10. operation of a vehicle by the insured person, if the person's alcohol level is above the permissible legal limit that applies at the damage location;
11. a) ionising radiation or contamination by radioactivity of reactor fuel or radioactive waste from the combustion of reactor fuel; or
b) radioactive, toxic, explosive or other dangerous properties of an explosive nuclear unit or one of its nuclear components;
12. war, invasion, acts by foreign enemies, hostile attacks (regardless of whether war is declared), civil war, rebellion, revolution, uprising, terrorism, military violence or usurpation of power or confiscation, nationalisation, destruction of or damage to possessions by or due to orders issued by a government or public authority;
13. use of the vehicle by persons under 21 years of age;

14. the compensation amount that you may be able to assert on the basis of a claim against another insurance, regardless of whether the insurance company rejects the claim or does not pay the claim for any reason;
15. a contract or other agreement;
16. damages to items in the rental car;
17. benefits that must be provided in a country or territory on the basis of a law for non- or under-insured drivers, a law for first party loss, a liability standard that is independent of fault, or a law that is similar to the aforementioned;
18. fines, penalties, stricter damage compensation or compensation of punitive damages or any other type of judgement or judge's decision through which the winning party is not compensated for actually suffered damages;
19. damages to possessions that are transported by you or under your care or control;
20. injuries or damages to possessions that are the result of the actual, alleged or imminent emission, spread, leaking, migration, release or escape of contaminants / harmful substances;
21. wear and tear, gradual damages, damages from insects or pests, technical defects or material defects;
22. automobiles and other vehicles that are not rental vehicles;
23. damages that occur when driving off public roads.

5. Restriction to insurance benefits

1. Costs that are assumed or reimbursed by the car rental company or its insurance, or in regards of which a waiver is declared, are not covered by the insurance policy.
2. Costs that are reimbursed by the insurance company of the insured person's employer are not covered by the insurance policy.
3. Damages to property or costs to which special insurance applies, or claims that are covered by another insurance in the event this insurance policy was not in place, are not covered by the insurance policy.

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

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

- a) Each theft or accident damages must be immediately reported to the lessor. In addition, thefts or accident damages or other criminal activities must also be reported to the nearest police detachment.
- b) Claims or such events that could lead to a claim must be reported to the insurer in writing within 31 days of the end of the rental contract.
- c) The following documents must be submitted to the insurer for claims settlement purposes:
 - the damage report of the car rental company and the police report (if available),
 - all documents deemed necessary by the insurer to assess damages,
 - the rental contract and
 - proof of use of the Corporate Card, Virtual Card or Account

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:

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,

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; monitoring and/or recording of your telephone calls in relation to cover for the purposes of record-keeping, training and quality control;

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; 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 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

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