

# Documents to Insurance Policy 11\_9115

Only valid in conjunction with the premiums and service specifications shown on the booking confirmation.  
The taking out of insurance is documented on the booking confirmation (insurance policy)!

## Overview of Benefits

### Transavia Cancellation Protection

#### • Travel Cancellation Insurance

**Deductible:** No deductible for all insured events except in the case of outpatient treatment for illnesses, accidents or pregnancies. In these cases a deductible of 20 % of the reimbursable loss (at least € 25 per person/property) is charged.

#### • Travel-Assistance

### Transavia Comprehensive Protection

#### • Travel Cancellation Insurance

**Deductible:** see above Transavia Cancellation Protection

#### • Foreign Travel Health Insurance

**incl. Patient Repatriation Transportation**

**Deductible:** no deductible

#### • Travel-Assistance

#### • Travel Luggage Insurance

**Sum insured:** € 2,000 per person

#### • Travel Accident Insurance

**Sums insured per person:** up to € 20,000 in the event of disability, € 20,000 in the event of death, up to € 5,000 recovery costs

### Transavia Comprehensive Protection incl. Wintersports

#### • Travel Cancellation Insurance

**Deductible:** see above Transavia Cancellation Protection

#### • Foreign Travel Health Insurance

**incl. Patient Repatriation Transportation**

**Deductible:** no deductible

#### • Travel-Assistance

#### • Travel Luggage Insurance

**Sum insured:** € 2,000 per person

#### • Wintersports Insurance

#### • Travel Accident Insurance

**Sums insured per person:** up to € 20,000 in the event of disability, € 20,000 in the event of death, up to € 5,000 recovery costs

## Emergency assistance and cancellation advice

### Sick before or during travel?

The Travel Assistance guarantees rapid and expert assistance all over the world 24 hours a day! Our specialists will advise and inform you professionally and can help you avoid payment reductions.

**Phone** +49.89.6 24 24-245

**Fax** +49.89.6 24 24-246

#### Important!

- Please hold the exact address and phone number of your current whereabouts ready.
- Note down the name of your contacts, e.g. physician, hospital or police.
- Describe as exactly as possible the facts of the case and have the necessary information at hand (e.g. address of your bank, account/credit card number, bank code etc.).

**Should you have any questions on insurance payments, please contact our Service Team. We will provide you with any information you need on the subject of travel cover:**

**Phone** +49.89.6 24 24-460

**Fax** +49.89.6 24 24-244

**E-mail:** [service@allianz-assistance.de](mailto:service@allianz-assistance.de)

Please send your loss reports incl. the booking confirmation and further documentation to the Claims Department of AGA International S.A. (see address on the right) or notify us of the damage simply and quickly via the Internet under [www.allianz-assistance.de/schadenmeldung](http://www.allianz-assistance.de/schadenmeldung)

## Please note the following important information

**Type of travel:** valid for all types of travel – except for sea voyages

**Scope of validity:** throughout Europe (incl. Mediterranean states and the Canary Islands)

**Maximum travel price:** € 500 per person

**Travel duration:** The insurances are valid for the duration of a trip (from the start of travel until the end of the return journey), maximum 31 or 62 days. The insured travel duration is documented on the booking confirmation.

**Single premium:** valid for one person in each case.

**Guidelines on taking out insurance:** The Transavia Cancellation Protection and the Transavia Comprehensive Protection as well as the Transavia Comprehensive Protection incl. Wintersports can only be booked in connection with a Transavia ticket. The Travel Cancellation Insurance is valid only for flights booked via Transavia, in the remaining classes of insurance, insurance cover is provided for the duration of travel. Insurance cover is provided only if this insurance is taken out within 7 days after booking the Transavia flight and is documented accordingly on the insurance policy. The kind of travel protection you have taken out is documented on the booking confirmation.

**Collection, processing and use of health data and disclosure of data to other parties:** Upon conclusion of contract you gave the declarations of consent required to implement or terminate your insurance contract. You will find statements and information on data processing following the conditions.

**Insurance cover is provided only for the person(s) named on the travel confirmation / insurance policy and if the premium has been paid for it.**

The amount of the premium is usually based on the insurance cover selected, the term of the contract and the price of the insured travel. Premiums for higher travel prices are available upon request.

**There is no insurance cover if the premium has not been paid, unless the insured party is not responsible for non-payment.**

The contractually agreed insurance payments are offered by AGA International S.A. in compliance with the Terms and Conditions of Insurance named below. Verbal agreements are invalid. Insurance tax is included in the premiums. No fees are charged. The premiums and service specifications documented in the booking confirmation are relevant for the scope of insurance.



Olaf Nink, Chief Executive Officer

AGA International S.A.  
Niederlassung für Deutschland  
(Germany Branch)  
Bahnhofstraße 16  
D - 85609 Aschheim near Munich

Chief Executive Officer: Olaf Nink  
Registration Court: München HRB 4605  
VAT ID no: DE 129274528  
Insurance tax no.: 9116 80200191

AGA International S.A.  
Public limited company under French law  
Registered Office: Paris (France)  
Commercial register: R.C.S. Paris 519 490 080  
Board of Management: Rémi Grenier (Vorsitzender), Laurence Maurice, Lidia Luka-Lognoné, Dr. Ulrich Delius, Roland Rykart

# Product and Consumer Information

This information sheet serves to provide you with a brief overview of our insurance products. A description is only given of essential contents. The insurance cover including the sums insured and provisions on deductibles are exhaustively described in your documents to the insurance policy and in the General Policy Conditions.

## Travel Cancellation Insurance reimburses the

- contractually agreed cancellation costs for the insured travel arrangements if travel is not commenced;
- additional costs of the outward journey** if the commencement of travel is delayed.

The **insurance covers**, among other things, an unexpected serious illness of the insured person or a close relative occurring after conclusion of contract which makes the scheduled travel unreasonable. An **unexpected serious illness** has occurred if specific symptoms of illness occur after being in a stable state of well-being and capable of working and travelling which prevent the commencement of travel and provide a reason for cancellation. Cf. § 2 AVB RR for further insured events.

**No insurance cover** is provided, among other things, for events which were expected at the time of booking travel. Further exclusions in §§ 3 AVB RR, 5 AVB AB.

If an insured event occurs, you must **immediately cancel the booking** in order to keep the cancellation costs as low as possible. The later you cancel, the higher the cancellation costs. If the trip is cancelled later because the cure or improvement hoped for does not set in, it is possible that your compensation will be reduced (cf. § 9 AVB AB). Avoid this reduction by immediately contacting the Assistance in case of serious illnesses or accidental injuries. It will advise you on whether you should cancel the travel. If you follow the advice given, the insurance payment will not be reduced.

## Travel Health Insurance reimburses

expenditures for all necessary medical assistance abroad in the event of acute illness and accidental injuries which occur during travel abroad:

- Medical treatment and hospital care
- Medication
- Search, rescue and recovery costs in case of accidents

The Assistance recommends the physician or the hospital with the highest medical standards that is located closest in each case. If the insured person follows the recommendation given by the Assistance, the following additional benefits are provided notwithstanding §§ 1 and 2 AVB RK:

- Assumption of the documented, necessary telephone costs.
- Assumption of the documented travelling expenses to the recommended contact point.
- Accommodation of one accompanying relative in the hospital or close to the hospital if his or her constant presence is required during the full inpatient treatment of the insured person or, alternatively, the assumption of the documented expenses incurred for visits by an accompanying relative at the location at the amount agreed.
- Costs of treatment are not reimbursed for travel within Germany and in countries in which the insured person has a permanent residence or in which he or she usually stays for longer than three months per year. Instead the insured persons will receive a hospital per diem payment for a maximum of 45 days in case of medically necessary full inpatient treatment at the holiday destination due to an acute illness or injury occurring during travel. Patient repatriation transportation and repatriation of the insured person's mortal remains are included in the insurance.

**No insurance cover** is provided, among other things, for treatment which the insured person knew was necessary before departure or which he or she could have expected based on the circumstances of which he or she was aware. Further exclusions in §§ 4 AVB RK, 5 AVB AB.

## Patient Repatriation Transportation

AGA reimburses the costs of the medically advisable and appropriate return transportation of the insured person to the nearest suitable hospital to the insured person's place of residence and, in the event of death, the repatriation of the insured person's mortal remains.

**No insurance cover** is provided, among other things, for return transportation due to medical treatment which the insured person knew was necessary before departure or which he or she could have expected in the circumstances of which he or she was aware. Further exclusions are specified in §§ 3 RT, 5 AVB AB.

Please contact the Assistance immediately in case of serious injuries or illnesses.

## Travel Assistance

Provides assistance worldwide in an emergency in a foreign country: in case of illness, accident, death, loss of payment media or in the event of criminal prosecution. It organises patient repatriation transportation with medically adequate means of transport as soon as medically advisable and appropriate. The Assistance is there for you 24 hours a day under a central phone number.

## Travel Luggage Insurance reimburses

- The current value of the **luggage carried with you** if it is damaged or lost as a result of theft or robbery, force majeure or accidents in which the insured person suffers a severe injury or the means of transport is damaged.
  - The current value of the **checked-in luggage** if it is damaged or lost up to the amount of the agreed sum insured if this equals the total value of the personal travel luggage.
  - The documented expenses incurred to recover luggage.
- Or alternatively:
- The necessary replacement purchases to continue travel at a maximum of 10 % of the sum insured if checked-in luggage does not arrive on the same day.

**Restricted insurance cover** is provided, among other things, for cameras and video cameras, IT equipment and electronic communication and entertainment devices including accessories as well as jewellery and valuables, spectacles, other medical devices (§ 3 AVB RG).

**No insurance cover** is provided, among other things, for money, passenger tickets or similar or for jewellery and valuables in checked-in luggage or for causing the insured event intentionally or by gross negligence, cf. § 3 AVB RG.

If your luggage is damaged or lost during transport, please notify the carrier immediately and ask for a written confirmation of damage. Please report any damage and other criminal acts to the nearest police station immediately and obtain a copy of the police record or at least a confirmation that the incident has been reported to the police.

If one of these obligations is violated, it is possible for the insurance payment to be reduced or forfeited, cf. § 9 AVB AB in this connection.

Should the facts of a damaging event be fraudulently misrepresented, insurance cover lapses, see § 5 No. 3 AVB RG.

## Wintersports Insurance

This insurance shall reimburse the following in accordance with the terms:

- In case of delayed delivery of checked owned or borrowed ski equipment, expenses for replacement borrowing for a maximum of 14 days up to a total of € 350.
- In case of theft, loss, damage/destruction of owned ski equipment and the lift ticket, up to a maximum of € 700.
- In case of theft, loss, damage/destruction of borrowed ski equipment up to a maximum of € 280.
- The costs for a ski package booked in advance (lift ticket, fees for ski school, fees for borrowed ski equipment) up to a maximum of € 350, if it cannot be used for one of the reasons listed under § 2 AVB RR.
- In case of ski run closures, up to € 350 for additional costs for travel and lift usage in another ski area.

For additional lodging and travel costs resulting from closures of the access roads due to avalanches or landslides, up to € 280.

## Travel Accident Insurance

Provides indemnity if an insured accident leads to the permanent disability or to the death of the insured person during travel.

**No insurance cover** is provided, among other things, for accidents caused by mental disorders or impairments of consciousness or accidents suffered by the insured person as a pilot (also using aerial sports equipment). For further exclusions cf. §§ 2 AVB RU, 5 AVB AB.

Previous illnesses contributing to the damage caused to the insured person's health may lead to restrictions in insurance benefits, cf. § 5 No. 1 AVB RU.

For payment of the insurance benefits based on permanent disability, compliance with the special periods for the assertion of claims is required, cf. § 7 AVB RU

For all classes of insurance, the Federal Insurance Supervisory Authority, Bundesanstalt für Finanzdienstleistungsaufsicht (BaFin), Graurheindorfer Straße 108, D - 53117 Bonn, Germany, is responsible for complaints.

The contract is governed by the laws of the Federal Republic of Germany, unless this conflicts with international law. Legal action based on the insurance contract can be brought by the policyholder or the insured person before the court with jurisdiction over the principal place of business or the branch of the insurer. If the policyholder or the insured person is a natural person, legal action can also be brought before the court in the district of which the policyholder or the insured person has his place of residence when the legal action is brought or, if he does not have a place of residence, his habitual place of abode.

**Right to revoke contracts valid for a term of one month or more:**  
You can revoke your contractual declaration within 14 days in writing (e.g., letter, fax, e-mail) without stating reasons. The period begins after you have received the insurance certificate, the terms of the contract including the Terms and Conditions of Insurance, the additional information pursuant to Section 7 (1) and (2) of the Insurance Contracts Act (VVG) in conjunction with Sections 1 through 4 of the VVG Decree on Information Duties - each of these notifications in written form. In case of contracts in electronic commerce (Section 312e (1)(1) of the German Civil Code (BGB)), this period shall not commence prior to our performance of our duties pursuant to Section 312e (1)(1) of the German Civil Code in conjunction with Article 246 (3) of the Introductory Law to the German Civil Code (EGBGB).  
The deadline for revocation is deemed met if the revocation is dispatched in good time. It must be sent to:  
AGA International S.A., Bahnhofstraße 16, D - 85609 Aschheim near Munich, Fax + 49.89.6 24 24-244, E-mail: service@allianz-assistance.de

**Consequences of revocation:**  
When revocation is effective, insurance cover ceases and we shall refund to you that portion of the premium allocated to the period after receipt of the revocation if you consented to insurance cover beginning prior to the end of the revocation period. We are entitled in this case to retain that portion of the premium that is allocated to the period until receipt of the revocation. This is a sum calculated proportionally by days. Amounts to be refunded will be remitted without undue delay, no later than 30 days after receipt of the revocation. If insurance cover does not commence prior to the end of the revocation period, then effective revocation means that payments received must be refunded and uses made thereof (e.g., interest) must be disbursed.

**Special notes:**  
Your right of revocation lapses when the contract is completely performed both by you and also by us at your express request before you have exercised your right of revocation.

Your AGA International S.A., Germany Branch

# Terms and Conditions of AGA International S.A., Germany Branch, for Travel Cover

Hereinafter referred to as AGA

## General Provisions for Travel Cover

AVB AB INT E 11 MAE09

The regulations as stipulated under §§ 1 to 11 below apply to all AGA Travel Insurances. The General Policy Conditions (AVB) printed below apply to the respective insurance. Insurance cover is provided if you have contractually agreed the insurance concerned.

### § 1 Who is insured?

The persons named in the policy or the group of persons specified in the certificate of insurance are deemed insured persons, provided that the premium has been paid.

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

Insurance cover applies to the respective insured travel in the agreed area of cover.

### § 3 When is the premium payable?

The premium must be paid on delivery of the insurance policy. Insurance cover becomes effective only if the premium was paid before the start of the travel / beginning of cover.

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

1. In the case of Travel Cancellation Insurance, insurance cover begins on conclusion of the insurance contract for the booked travel and ends on commencement of travel.  
After booking the travel, it is possible to conclude an insurance contract up to 30 days before the commencement of travel. From the 29th day before the commencement of travel, the insurance contract must be concluded within three workdays after booking the travel.
2. With all other classes of insurance
  - a) insurance cover begins upon commencement of the insured travel and
  - b) ends at the agreed point in time, however at the latest when the insured travel ends;
  - c) insurance cover is extended beyond the scheduled end of travel if the agreed insurance covers the whole of the scheduled travel and the completion of travel is delayed for reasons beyond the control of the insured person.

### § 5 In which cases does insurance cover not apply?

No insurance cover is provided in the following cases:

1. Damage or loss caused by strikes, riots, acts of war, pandemics, nuclear energy, confiscation and other acts by public authorities, as well as damage in countries for which the German Department of Foreign Affairs has issued a travel warning.
2. Damage or losses intentionally caused by the insured person.
3. Expeditions, unless otherwise agreed.

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

The insured person is obliged to

1. minimise the damage or loss as far as possible and avoid unnecessary costs;
2. report the damage or loss to AGA without delay;
3. describe the damaging event or the loss as well as the scope of the claim and truthfully provide AGA with any and all pertinent information. The insured person must furnish proof in the form of original bills and receipts, release physicians from their confidentiality obligation as necessary – including the physicians of the Assistance – and allow AGA to reasonably examine the cause and amount of the asserted claim.

### § 7 When does AGA pay compensation?

As soon as AGA has determined whether and to what extent it has an obligation to indemnify, compensation is paid within two weeks.

### § 8 What applies if the insured person has claims for damages against third parties?

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

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

1. If an obligation is intentionally violated, AGA is released from its obligation to indemnify; in case of grossly negligent violation, AGA is entitled to reduce its payment in proportion to the seriousness of the fault of the insured person.
2. The insured person must furnish proof that no gross negligence was involved. Except in case of fraudulent intent, AGA is obliged to indemnify if the insured person furnishes proof that the viola-

tion of the obligation is not the cause of either the occurrence or the determination or the scope of AGA's obligation to indemnify.

3. The claim to an insurance benefit lapses in three years, calculated from the end of the year in which the claim occurred and the insured person obtained knowledge of the circumstances in order to assert the claim, or would have obtained knowledge without gross negligence.

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

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

### § 11 Which court in Germany is responsible for dealing with the assertion of claims based on the insurance contract and which law applies?

1. At the option of the insured person, the courts of Munich or the place in Germany where the insured person has his permanent residence or habitual abode at the time the legal action is brought will have jurisdiction and venue.
2. The laws of the Federal Republic of Germany apply insofar as they do not conflict with international law.

## Travel Cancellation Insurance

AVB RR INT E 11 MAE09

### § 1 What is insured if travel is cancelled prior to commencement of commencement is delayed?

1. If travel is cancelled prior to commencement, the cancellation costs owed under the contract for the insured travel arrangements are insured.
2. In addition, the agency fee agreed upon booking, contractually owed to the travel agent, and invoiced will be insured insofar as the amount was taken into account in the agreed sum insured. If the agency fee exceeds the generally customary and appropriate amount, AGA can reduce the insurance payment to an appropriate amount.
3. In case of a delayed commencement of travel due to one of the reasons set out under § 2, AGA will reimburse the documented additional costs of travel incurred to the destination according to the nature and quality of the originally booked travel as well as the part of the travel price of unused travel services at the location. An amount will be reimbursed which is equivalent to the cancellation costs owed that would have been reimbursed if travel had been immediately cancelled.
4. In case the insured person misses his departure and has to catch up due to a delay in public transportation by more than two hours, AGA will reimburse the documented additional costs of travel incurred to the destination according to the nature and quality of the originally booked travel. An amount will be reimbursed which is equivalent to the cancellation costs owed that would have been reimbursed if travel had been immediately cancelled, however up to a maximum amount of € 1,500 per claim.

### § 2 On what conditions does AGA reimburse cancellation costs?

1. Insurance cover will apply if the insured person cannot reasonably be expected to complete the scheduled travel because he himself or a person at risk is affected by one of the following occurrences during the term of the cover:
  - Death
  - Severe injury due to accidental causes
  - Unexpected serious illness
  - Inoculation incompatibility
  - Pregnancy, insofar as commencement of travel is impossible or unreasonable as a result thereof.
- Damage to the insured person's property due to fire, explosion, storm, lightning, flood, earthquake or an intentional criminal act of a third party, insofar as the damage is substantial or the presence of the insured person is necessary to resolve the case.
- Loss of employment on the part of the insured person or a person at risk travelling with him owing to an unexpected termination of employment by the employer for operational reasons.
- Unexpected commencement of a new employment or a training relationship by the insured person or a person at risk travelling with him, insofar as this person was registered as unemployed or had not yet signed a training agreement at the time when the travel was booked.
- Change of employment insofar as the travel was booked before applying for the job, the journey would begin during the trial period (max. 6 months) and the employer does not agree to the journey.
- The failure of a pupil to move up a year if travel was booked before gaining knowledge of this fact and completion of travel is unreasonable or impossible.
- Repetition of an examination not passed during school, vocational school or university education insofar as travel was booked prior to the original examination date and the date of the repeat examination unexpectedly falls within the period of the insured travel.

- Unexpected conscription of the insured person for basic military service, reserve duty training or alternative community service, insofar as the date cannot be changed and the costs will not be assumed by a sponsor.
2. Persons at risk will be deemed to be the following persons in addition to the insured person:
    - a) The family members of the insured person. These are the spouse or life partner, their children, adopted children and stepchildren, parents, adopted parents and stepparents, siblings, grand-parents, grandchildren, aunts and uncles, nieces and nephews, parents-in-law, children-in-law and brothers and sisters-in-law of the insured person.
    - b) Persons caring for non-accompanying minors or for family members with nursing needs.
    - c) Persons who have booked and insured travel together with the insured person and their family members. Where more than four persons have jointly booked travel, only the insured's respective family members and partner and the insured's caring person will be deemed to be persons at risk.
  3. If a person at risk needs accommodation or care as a result of an unexpected serious illness or severe accidental injury, AGA reimburses either the costs of care or nursing, instead of the cancellation costs, up to the amount of the contractually agreed cancellation costs at the time of the insured event if travel is cancelled without delay.

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

No insurance cover is provided for the following:

1. Risks listed under § 5 of the General Provisions (AVB AB).
2. Charges, e.g. processing and service fees, which the travel agent charges only as a result of cancellation of travel.
3. Events which could be anticipated at the time of booking.
4. Insofar as, according to the circumstances, the illness occurred as a psychological reaction to a terrorist act, an aviation accident, a natural catastrophe or due to fear of riot and civil commotion, events of war or terrorist acts.
5. In the case of an attack in a chronic psychical illness.

### § 4 When must the insured person cancel travel (obligation) and what assistance does AGA provide? What other duties and obligations does the insured person have to note?

The insured person is obliged to do the following:

1. Cancel travel immediately after occurrence of the insured cancellation event in order to keep cancellation costs to a minimum.
2. In case of unexpected serious illnesses and severe accidental injuries the medical service of the Assistance will support the insured person to decide whether and, if so, when the travel is to be cancelled. The insurance payment under § 9 AVB AB due to a violation of the obligation to immediately cancel travel will not be reduced if the insured person contacts the Assistance immediately after the occurrence of the insured cancellation event and follows its recommendation.
3. Submit to AGA proof of insurance and booking documents together with the invoice for cancellation costs and proof of payment; if a property booking is cancelled, confirmation of re-letting by the landlord.
4. Obtain a medical certificate indicating the diagnosis and providing information on treatment, testifying to severe accidental injury, unexpected serious illness, pregnancy and inoculation incompatibility or, in the case of psychical illnesses, a medical certificate from a psychiatry specialist.
5. All other insured events by submitting suitable original documents (§ 6 AVB AB).

### § 5 What deductible is borne by the insured?

The insured person shall pay a deductible according to the specifications given on the documents to insurance policy.

## Travel Health Insurance

AVB RK INT E 11 MAE09

### § 1 What is insured?

1. The costs of treatment for acute illnesses and accidents occurring during travel are insured. The costs of search, rescue and recovery measures are also covered up to € 5,000 if the insured person has to be rescued or recovered after an accident or if the insured person is missing and it is feared that something has happened to him or her.
2. Abroad shall be deemed to be not Germany and not the countries in which the insured person maintains a permanent residence or in which he or she usually stays for longer than three months per year.

### § 2 What costs are reimbursed in case of medical treatment abroad?

1. AGA reimburses expenditures for all necessary medical assistance abroad, including costs incurred for:
  - a) Outpatient treatment by a physician.
  - b) Medical treatment and medication prescribed by a physician for the insured person.
  - c) Inpatient treatment in hospital, including operations that cannot be postponed. In case of premature birth, the costs of necessary treatment of the newborn child abroad will also be covered up to € 100,000, (notwithstanding § 1 AVB AB).



- d) Patient transportation deemed medically necessary for inpatient treatment in the nearest hospital abroad and back to the insured person's accommodation.
- e) Walking aids deemed medically necessary and the rental fee for a wheelchair.
- f) Pain-killing dental treatment, repairs to dentures and provisional measures up to € 250.
2. AGA reimburses the costs of medical treatment up to the day the insured is fit to be transported, however a maximum of 45 days from the start of medical treatment, insofar as return transport up to the end of the insured travel is not possible due to the insured person's inability to be transported.
3. Hospital per diem payment  
If the costs of medically necessary full inpatient medical treatment in a foreign country are paid by a third party, AGA will make a hospital per diem payment for expenses (telephone, TV, additional food also for visitors etc.) up to a maximum amount of € 30 per day, for no longer than 45 days from the start of medical treatment.
4. In the event of a life-threatening illness of the insured person or in case of a period of inpatient treatment lasting longer than ten days, AGA will pay the travelling expenses of a person close to the insured person to travel to the place where the hospital is located and back to his or her place of residence.
5. Unless otherwise agreed, the insured person pays a deductible of € 100 per insured event.

### § 3 What additional costs does AGA reimburse under AssistancePlus?

The medical service of the Assistance helps the insured person to find medical contacts in the event of acute illnesses and accidents during insured travel. Depending on the preliminary diagnosis by telephone, the physician or the hospital located closest with the highest medical standard is recommended.

If the insured person follows the recommendation of the Assistance the following additional benefits are provided, notwithstanding §§ 1 and 2 AVB RK:

1. Assumption of the documented, necessary telephone costs.
2. Assumption of the documented travelling expenses to the recommended point of contact.
3. Accommodation of one accompanying relative in the hospital or close to the hospital if his or her constant presence is required during the full inpatient treatment of the insured person up to a maximum amount of € 80 per day, limited to eight days.

Or alternatively:

4. Assumption of the documented expenses incurred for visits by an accompanying relative at the location, at a maximum amount of € 25 per day, limited to five days.

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

No insurance cover is provided for the following:

1. Medical treatment and other measures ordered by a physician, where the purpose of travel was to seek such treatment.
2. Medical treatment and other measures ordered by a physician that the insured person knew were necessary prior to departure or at the time of taking out the insurance or which he or she could have expected in the circumstances of which he or she was aware.
3. Dental treatment other than pain-killing treatment, repairs to dentures and provisional measures.
4. Massage and wellness treatment, fango and lymph drainage as well as the purchase of prostheses and other medical aids.
5. Treatment of alcoholism, drug addiction and other additions or illnesses or accidents caused by the excessive consumption of alcohol or drug or medication abuse as well as suicide or attempted suicide and the consequences thereof.
6. Childbirth after the 36th week of pregnancy and abortions and the consequences thereof.
7. Treatment or accommodation caused by infirmity, need of nursing care or detention.
8. Treatments for mental or emotional disorders, hypnosis and psychotherapy including medication required in connection therewith.
9. Injuries caused by actively participating in competitions held by sports organisations and training in connection therewith.

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

The insured person is obliged to do the following:

1. Contact the Assistance immediately in the event of inpatient treatment at a hospital, prior to the commencement of any extensive diagnostic or therapeutic procedures as an inpatient or outpatient, and prior to any submission of acknowledgements of payment. AGA will reimburse the documented costs for making contact up to € 25.
2. Consent to return or repatriation to his or her home country, assuming the insured person is fit to be transported, if the Assistance authorises the return journey in view of the nature of the illness and the treatment required.
3. Submit to AGA the original invoices or duplicates with an original reimbursement stamp by another insurance company concerning the benefits granted; these will then become the property of AGA.

### § 6 What services does AGA provide to insured persons for travel to countries which are not foreign countries as defined by § 1 No. 2 AVB RK for these persons?

1. In case of travel within countries which are not foreign countries as defined by § 1 No. 2 AVB RK for the insured persons, insured

persons will receive a hospital per diem payment of € 30 per day in the event of medically necessary full inpatient hospital treatment at the holiday location due to an acute illness or injury occurring during travel.

2. The hospital per diem payment is paid for the duration of the medically necessary full inpatient treatment at the holiday location, however up to 45 days from the start of medical treatment at the maximum.
3. In addition, AGA provides the benefits of patient repatriation transportation and repatriation of the insured's mortal remains in accordance with AVB RT.

## Patient Repatriation Transportation

AVB RT INT E 11 MAE09

### § 1 What is insured?

The insurance covers the following:

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

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

AGA reimburses the following:

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

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

No insurance cover is provided for patient transportation on account of the following:

1. Medical treatment and other measures ordered by a physician which are a reason for the travel.
2. Medical treatment and other measures ordered by a physician which the insured person knew to be necessary before commencement of travel or at the time of taking out insurance or which the insured person had to expect in the circumstances of which he or she was aware.
3. Alcoholism, drug addiction and other additions as well as illnesses or accidents caused solely or partly by the excessive consumption of alcohol or drug or medication abuse.
4. Childbirth after the 36th week of pregnancy and abortions and the consequences thereof.
5. Injuries caused by actively participating in competitions held by sports organisations and training in connection therewith.
6. Suicide or attempted suicide and the consequences thereof.
7. Mental or emotional disorders as well as hypnosis and psychotherapy.

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

The insured person is obliged to do the following:

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

## Travel-Assistance

AVB AS INT E 11 MAE09

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

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

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

1. Outpatient treatment  
Upon request, the Assistance will provide information on the possibilities of medical care and will provide the name of a German-speaking or English-speaking physician if possible. However, the Assistance will not make contact with the physician.
2. Inpatient treatment  
In case of inpatient treatment of the insured person at a hospital, the Assistance will provide the following benefits:

#### a) Support

As needed, the Assistance will make contact through its contract physician with each insured person's personal physician and to the hospital physicians handling the case; it will ensure that information is transmitted among the participating physicians. Upon request, the Assistance will inform relatives of the insured person.

#### b) Hospital visits

In case of inpatient treatment of the insured person, the Assistance will organise travel for a person close to the insured person to the place of inpatient treatment and back to their place of residence upon request.

#### c) Cost assumption statement

In case of inpatient hospital treatment, AGA will provide the hospital with a statement of cost assumption up to € 13,000. This statement does not imply that AGA acknowledges that it has a duty to indemnify. AGA will assume the task of carrying out settlement with the payer responsible in the name of the insured person.

#### 3. Patient repatriation transportation

As soon as the contract physician of the Assistance, in consultation with the local physicians handling the case, considers it medically advisable and appropriate, the Assistance will organise return transportation using medically adequate means of transport (including air ambulances) to the closest suitable hospital to the insured person's place of residence.

### § 3 What support does the Assistance provide to obtain necessary medication?

Where possible, the Assistance arranges the procurement of prescribed medication and its dispatch to the insured person in consultation with the insured person's personal physician. The insured person must reimburse the costs of such medication and its dispatch to the Assistance within one month after the completion of travel.

### § 4 What services does the Assistance provide in the event of the insured person's death?

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

### § 5 What benefits does the Assistance provide in case of curtailment of travel and delayed return?

The Assistance organises return travel if the insured person is unable to complete the travel as planned because he or she, his or her partner, or in case of bookings of up to four persons, a person travelling with him or her, or a relative of any one of the same group or a person caring for minors or persons requiring nursing care not accompanying the travellers is affected by any one of the following occurrences:

- Death
- Severe injury due to accidental causes
- Unexpected serious illness.

### § 6 What services does the Assistance provide in case of any other emergencies?

1. Alternative booking arrangements  
If the insured person misses a booked connection or if the contracted transportation is subject to breakdown or disruption, the Assistance will help to make alternative bookings. The costs of such arrangements and increased travel costs shall be paid by the insured person. Upon request by the insured person, the Assistance will inform third parties of alterations to the planned travel itinerary.
2. Loss of payment media and travel documents
  - a) If the insured person experiences financial difficulties due to loss of personal payment media, the Assistance will establish contact with the insured person's bank and support said bank in transferring the amount made available to the insured person. If it is not possible to establish contact with said bank within 24 hours, AGA will provide a bridging loan to the insured person up to a maximum of € 1,500. This amount must be repaid to AGA within one month after completion of the journey.
  - b) If credit cards or EC cheque cards are lost or stolen, the Assistance will help with arrangements to stop payments against such cards. However, the Assistance will not be liable for proper procedure in regard to stopping payments against such cards or for any financial losses incurred.
  - c) If travel documents are lost, the Assistance will help the insured to obtain replacement documents.
3. Criminal prosecution measures  
If the insured person is arrested or threatened with imprisonment, the Assistance will help to arrange a lawyer and an interpreter. AGA will advance up to € 3,000 to cover court, lawyer and interpreter fees and, if necessary, up to € 13,000 bail. The insured person shall repay AGA the amounts advanced immediately on return, but not within three months at the latest.

### § 7 What information can be obtained from the Assistance?

Upon request by the insured person, the Assistance will provide information on the following:

- The nearest consulate (address, telephone numbers and when it can be contacted).
- Travel warnings and safety information issued by the Department for Foreign Affairs of the Federal Republic of Germany.

## § 8 How does the Assistance provide support in communications between the insured person and persons in his or her home town?

- Emergency call for travellers via the radio  
If the insured person cannot be contacted, the Assistance will endeavour to issue an emergency call to the traveller via the radio. AGA will pay the costs of this action.
- Transmission of travel messages  
If the insured person cannot reach his or her closest relatives or his or her employer in the event that the travel itinerary is changed or in case of an acute emergency, the Assistance will endeavour to transmit this information.

## Travel Luggage Insurance

AVB RG INT E 11 MAE09

### § 1 What is insured?

Any and all personal items and effects needed by the insured person during travel, as well as gifts and souvenirs, are deemed insured travel luggage.

### § 2 When does insurance cover apply?

- Self-carried luggage  
The insurer will provide indemnity if luggage carried by the insured person is lost or damaged during travel as a result of the following causes:
  - Theft, burglary, robbery, larceny by extortion, intentional damage to property by third parties.
  - Accidents in which the insured person suffers a severe injury or the means of transport is damaged.
  - Fire, explosion, storm, hail, weight of snow, lightning, high water, flooding, avalanche, volcanic eruption, earthquake and landslide.
- Checked-in luggage  
AGA will indemnify as follows:
  - If checked-in luggage is lost or damaged while in the custody of a carrier, an accommodation or lodging provider or left-luggage office.
  - If checked-in luggage does not reach the destination on the same day as the insured person.  
Documented expenses incurred to recover luggage or for necessary replacement purchases in order to continue travel are reimbursed at a maximum of 10 % of the sum insured.

### § 3 Which items does the insurance not cover and what restrictions apply with regard to insurance cover?

- No insurance cover is provided for the following:
  - Money, securities, passenger tickets and documents of any kind with the exception of official identification documents and visas.
  - Motor-driven land, air and water vehicles, including accessories.
  - Cameras and video cameras as checked-in luggage, including accessories, as well as jewellery and valuables.
  - Damage to sports equipment when used according to their purpose.
  - Financial consequential damages.
- No insurance cover is provided in the following cases:
  - Losses due to forgetting any item, or leaving it lying, hanging or standing somewhere or by losing the item.
  - If the insured person caused the occurrence of the insured event intentionally or by gross negligence.
- Limitations to insurance cover:
  - As self-carried luggage, cameras and video cameras including accessories, as well as jewellery and valuables are insured up to a total of 50 % of the sum insured.
  - IT equipment and electronic communications and entertainment devices (including the accessories in each case) as well as software are insured up to a total of 20 % of the sum insured, however a maximum amount of € 500.
  - Jewellery and valuables are insured only if they are kept securely deposited in a stationary locked container (e.g. a safe) or retained securely kept in personal custody.
  - Spectacles, contact lenses, braces and other medical aids including accessories in each case are insured up to a total of 20 % of the sum insured, however a maximum amount of € 250.
  - Gifts and souvenirs are insured up to a total of 10 % of the sum insured, however a maximum amount of € 300.
  - Insurance cover for damage to or loss of travel luggage during tenting and camping is provided only where sustained on official camping sites.
- Luggage left in parked motor vehicles  
If luggage is stolen during the insured travel from a parked motor vehicle and from containers or roof-top or trunk-top carriers attached thereto that are provided with a lock, insurance cover is provided only if the motor vehicle or the containers or roof-top or trunk-top carriers are locked and the damage occurred between 6.00 am and 10.00 pm. Where travel is interrupted for individual periods lasting no longer than two hours each, insurance cover shall also apply during the night.

### § 4 How much indemnity AGA pay?

- In case of an insurance claim, AGA will pay reimbursement up to the amount of the sum insured for the following:
  - The current value of lost or destroyed goods. The current value is the amount which is generally required to buy new items of the same kind and quality less an amount appropriate for the condition of the insured item (age, wear and tear, use etc.).

- The necessary repair costs and any remaining depreciation, however the current value at the maximum, of damaged items.
  - The material value of films, video, audio and data media.
  - The official fees for replacement of official identification documents and visas.
- The sum insured must be equal to the full current value of the insured luggage (insurable value). If the sum insured is lower than the insurable value upon occurrence of the insured event (under-insurance), the insurer will only reimburse the damage based on the sum insured in relation to the insurable value.

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

- The insured person is obliged to report losses or damage caused by criminal acts immediately to the nearest police station responsible or accessible by submitting a list of all the items lost and have this report confirmed. The insurer is to be provided with a certificate thereof.
- Lost or damaged checked-in luggage must be reported immediately to the carrier, accommodation/lodging provider or left-luggage office. Loss or damage which is not externally visible must be reported in writing immediately upon discovery and in compliance with any complaint deadline, but no later than within seven days after receipt of the piece of luggage. The insurer must be provided with appropriate certificates.
- The insured person will lose his or her entitlement to insurance benefits if he or she makes false statements in connection with the claim, in particular in the loss report, contrary to his or her knowledge, even if AGA suffers no disadvantage as a result.

## Wintersports Insurance

AVB WS INT E 11 MAE09

Supplemental to the Travel Luggage Insurance and to the Travel Withdrawal and Cancellation Insurance, AGA shall provide the following benefits on the basis of AVB RG MAE 09, AVB RR MAE 09:

AGA shall reimburse the following amounts:

- In case of delayed delivery of checked owned or borrowed ski equipment, expenses for replacement borrowing for a maximum of 14 days up to a total of € 350.
- In case of theft, loss, damage/destruction of:
  - Owned ski equipment and the lift ticket, up to a maximum of € 700.
  - Borrowed ski equipment up to a maximum of € 280.
- The costs for a ski package booked in advance (lift ticket, fees for ski school, fees for borrowed ski equipment) up to a maximum of € 350, if it cannot be used for one of the reasons listed under § 2 AVB RR.
- In case of ski run closures in the booked ski region, expenses of up to € 350 for additional costs for travel and lift usage in another ski area.
- In case of closures of the access roads to the booked ski area due to avalanches or landslides, expenses for additional lodging and travel costs up to € 280.

## Travel Accident Insurance

AVB RU INT E 11 MAE09

### § 1 What is insured? What is an accident?

- AGA provides insurance benefits from the agreed sum insured if an accident during travel leads to the death or permanent disability of the insured person.
- An accident is deemed to have occurred:
  - If the insured person involuntarily suffers damage to his or her health as a result of an occurrence which has a sudden and external impact on his or her body.
  - If a joint is dislocated or muscles, tendons, ligaments or capsules are pulled or torn due to excessive exertion.In case of exposure or frostbite, the benefits specified under § 5 No. 2 are applicable.

### § 2 Under which circumstances does insurance cover not apply?

The following is not included in the insurance cover:

- Accidents caused by mental disorders or impairments of consciousness, strokes, epileptic fits or cramps seizing the whole body as well as pathological disorders resulting from psychic reactions. This also applies if the condition is due to the influence of alcohol or drugs.
- Accidents suffered by the insured person whilst intentionally committing a criminal offence.
- Accidents suffered by the insured person as the pilot (also using aerial sports equipment) or a crew member of an aircraft.
- Impairments to health caused by curative measures and other interventions performed on the body of the insured person with his or her agreement, radiation, infections and poisoning, unless these were due to accidental causes.
- Bleeding from inner organs and cerebral haemorrhage, unless primarily due to an accident suffered during travel.

### § 3 What benefits does AGA pay in the event of the death of the insured person?

Should the accident lead to the death of the insured person within one year, AGA will pay the sum insured as agreed under the insurance policy to the heirs.

### § 4 What benefits does AGA pay in the event of the permanent disability of the insured person?

Should the accident result in the permanent impairment of the insured person's physical or mental abilities (disability), the insured person is entitled to claim benefits from the sum insured for disability.

- Disability must have occurred within one year after the accident and must be determined by a physician and the claim asserted within a further three months.
- The disability benefits payable depend on the degree of disability. Notwithstanding any evidence substantiating a higher or lower degree of disability, the following fixed scales of disability are applicable:
  - Loss or incapacity of:

An arm	70 %
A hand	55 %
A thumb	20 %
A finger	10 %
A leg	70 %
A foot	40 %
A toe	05 %
An eye	50 %
Hearing in one ear	30 %
Sense of smell or taste	10 %
  - In case of partial loss or functional impairment of one of these parts of the body or sensory organs, the appropriate proportion will be determined on the basis of the respective percentage as specified under a) above.
  - Should the accident affect parts of the body or sensory organs, the loss or functional incapacity of which is not specified under a) or b) above, the degree of disability will be measured by the extent to which the insured person's normal physical or mental capacity is impaired from a purely medical perspective.
  - Should the accident result in the impairment of several physical or mental functions, the degrees of disability specified under 2) a) to c) will be added together. Such addition will, however, not total more than 100 % disability.
- Should the accident affect a physical or mental function already subject to lasting impairment before the accident, an appropriate deduction will be made to the extent of such previous disability. Such disability will be measured in accordance with No. 2 above.
- If the insured person should die as a result of the accident within one year after its occurrence, there will be no claim to disability benefits.
- If the insured person should die for reasons unrelated to the accident within one year of the accident or should he or she die more than one year after the accident and a claim for disability benefits had already arisen, benefits will be paid to the extent of the degree of disability that would have been reasonably expected based on the last medical examination conducted.

### § 5 What limitations on benefits are to be noted?

- Should illness or ailments have contributed to an impairment of health or the consequences thereof caused by the accident, the benefits payable will be reduced in proportion to the contributing factor of such illness or ailments, provided such factor is at least 25 %.
- In the event of death or disability due to exposure or frostbite, a maximum of 10 % of the respective sum insured will be payable in accordance with § 1 No. 2.

### § 6 What action is to be taken after an accident has occurred (obligations)?

The insured person is obliged to do the following:

- Undergo a medical examination by physicians appointed by AGA. The necessary costs of such examination and any loss of income incurred thereby will be borne by AGA.
- Release the physician giving treatment or carrying out examinations as well as other insurers and authorities from their professional confidentiality obligation.

### § 7 When does AGA pay permanent disability benefits?

- As soon as AGA has received the documents that are to be submitted by the insured person for the purpose of documenting the circumstances and consequences of the accident and documenting the completion of the curative treatment necessary for determining the degree of disability, AGA is obliged to declare within three months whether and to what extent it recognises a claim.
- If AGA recognises a claim, benefits will be paid within a period of two weeks.
- Within one year after the accident, disability benefits may be claimed before completion of curative treatment only up to the level of the sum payable in the event of death.
- The insured person and AGA are entitled to have the degree of disability determined each year by a physician for a period not exceeding three years after the occurrence of the accident. To exercise this right, AGA must state this when submitting the declaration in accordance with No. 1; the insured person must exercise his or her right within one month after receipt of such declaration. Should the final assessment of disability result in higher disability benefits than AGA had already paid, this extra amount will be subject to payment at 5 % annual interest.

## Recovery costs under the Travel Accident Insurance

### § 1 What costs does AGA pay in case of search, rescue and recovery measures?

If the insured person has had an accident, is in distress in the mountains or is missing and it is feared that something has happened to him or her, AGA will reimburse the costs owed by the insured person up to the agreed sum insured for search, rescue and recovery by rescue services authorised to do so and the costs of first aid and transport to the nearest hospital or nearest location permitted by the insured person's health.

### § 2 When does AGA pay recovery costs?

Notwithstanding § 8 of the General Policy Conditions for AGA Travel Insurances, AGA does not make advance payment for recovery costs.

## General Information in the event of claim

### What do you do in any case of damage?

The insured person must minimise and document the damage as far as possible. For this reason, please ensure that you have suitable proof of the occurrence of the damage (e.g. confirmation of damage, medical certificate) and of the extent of damage (e.g. bills, receipts).

### What do you have to do if you are not sure if you can commence travel? (Travel Cancellation Insurance)

If taking part in travel is unreasonable or impossible due to an insured event (see § 2 AVB RR), you must immediately cancel the travel and notify AGA. **N.B.:** If the cure or improvement hoped for does not set in after a serious illness or accidental injury and travel is cancelled later for this reason, AGA will generally not reimburse the higher cancellation costs which are incurred as a result. Therefore please contact the Assistance immediately after the occurrence of the illness or accidental injury. If you follow the recommendation given by the Assistance in your decision about whether and when to cancel travel, the insurance payment specified under § 9 AVB AB will not be reduced.

In case of an insured event, AGA will reimburse you the cancellation costs owed under the contract less the deductible in accordance with the conditions.

For this purpose, AGA requires the following:

- **Confirmation of travel** specifying the services booked, the travellers and the price of travel.

- **Certificate of insurance**
- **Bill for the cancellation costs and proof of payment** (in case of cancellation of a holiday apartment or any other property: confirmation of any re-letting by the landlord)
- **Documentation of damage**, e.g. in case of illness, accidental injury, inoculation incompatibility or pregnancy, a medical certificate (showing the date of birth, start of the illness and treatment and the diagnosis) – you can request a printed form for a medical certificate from AGA – and, if applicable, a sick note; in case of death, a death certificate; in case of loss of employment, the notice of termination from the employer stating the reasons for termination etc.

### What should you do if you fall ill, injure yourself or any other emergency occurs during travel? (Travel Health Insurance / Patient Repatriation Insurance / Travel Assistance)

Please immediately contact the Assistance in case of severe injuries or serious illnesses, particularly prior to hospitalisation, so that adequate treatment or repatriation transport can be ensured. For the reimbursement of the costs you have paid at the location, please submit **original bills and/or prescriptions**.

**Important:** The bills must show the name of the person receiving treatment, the name of the illness, the treatment data and the individual medical services provided and the costs of these. Prescriptions must provide information on the medications prescribed, the prices and bear the stamp of the pharmacy.

### What should you remember if your luggage is damaged or stolen? (Travel Luggage Insurance)

Please immediately notify the transport company if your luggage is damaged or lost during transport. Should you not discover the damage until later (for example when unpacking) you are required to notify the transport company thereof in writing within seven days after receipt of the luggage.

**Important:** Airlines and railways issue a confirmation of damage which you must submit to AGA.

**In case of damage** that you discover at your holiday destination, the courier (local travel management) will help you to obtain a **written confirmation of the loss report**. **In case of theft** and other criminal offences, please immediately report this to the nearest police station. Ask for a **copy of the police record** or at least a confirmation that an offence has been reported.

### What should you remember for claims under the Travel Accident Insurance (Travel Accident Insurance)

Please note the **names and addresses of witnesses** who saw the damaging event. Ask for a **copy of the police report** if the police was called in to investigate the matter. Notify AGA and submit these documents and information with your loss report.

# Declaration and information on data processing

## I. Consent to the collection and use of health data and declaration of release from secrecy.

*The declarations of consent and of release from secrecy printed under I. were prepared as coordinated between the Gesamtverband der deutschen Versicherungswirtschaft e.V. (GDV) and data protection authorities.*

The Insurance Contract Act, the Federal Data Protection Act and other data protection provisions do not include an adequate legal basis for the collection, processing and use of health data by the insurer. For this reason we need your consent as required by data protection laws. In the event of a claim, we may require your release from secrecy in order to obtain your health data from parties subject to secrecy (e.g. physicians).

Furthermore, we require your release from secrecy in order to disclose your health data or other data protected under Section 203 of the German Criminal Code, e.g. the fact that there is a contract with you, your customer number or other identification data, to other parties, e.g. assistance, logistics or IT service providers.

The following declarations of consent are indispensable for the implementation or termination of your insurance contract (processing of your claim). Should you not submit these, it will not usually be possible to enter into any contract.

The declarations relate to the way we handle your health data and other data subject to secrecy (under 1.), in connection with requesting these from third parties (under 2.) and when disclosing them to parties external to the insurer (under 3.)

The declarations also apply to persons legally represented by you who are included in the insurance, e.g. to your children, if they do not recognise the significance of this consent and thus cannot submit their own declarations.

### 1. Consent to the collection, saving and use of your health data

I consent to AGA International S. A. collecting, saving and using the health data notified by me in the future, provided that this is required to implement or terminate the insurance contract.

### 2. Request of health data from third parties to verify the duty to indemnify

To check our duty to indemnify it may be necessary for us to check information on your state of health which you provided to substantiate claims or which is shown in the documents submitted (e.g. bills, prescriptions, expert opinions) or notifications, e.g. by a physician or other member of the health profession.

This verification is carried out only to the extent necessary. To do so, we require your consent including a release from secrecy for us and for these parties if, in the course of these requests, health data or other information subject to secrecy are disclosed.

We will inform you in each individual case of the persons or establishments that are required to provide information and for what purpose. You can then decide in each case whether you consent to the collection and use of your

health data by the insurer, release the persons or establishments named and their employees from secrecy and consent to the transfer of your health data to the insurer, or whether you will provide the required documents yourself.

### 3. Disclosure of your health data and other data subject to secrecy to parties outside AGA International S. A.

We contractually oblige the parties named below to observe provisions on data protection and data security.

#### 3.1 Disclosure of data for medical assessment

To check our duty to indemnify, it may be necessary to call in medical experts. We require your consent and release from secrecy for this purpose if your health data and other data subject to secrecy are transferred in this connection. You will be informed of each transfer of data.

#### 3.2 Transfer of tasks to other parties (business enterprises or persons)

Health data might be collected, processed and used. We have therefore transferred these tasks to other companies. If your data subject to secrecy are disclosed in the course of this, we require your release from secrecy for us and, where necessary, for other parties.

We carry out a constantly updated list of the parties and categories of parties that collect, process or use data subject to secrecy on our behalf as agreed. This list shows the tasks which have been transferred to the individual parties. The currently valid list is enclosed directly with the declarations.<sup>1\*)</sup> An up-to-date list can also be viewed on the Internet under [www.allianz-reiseversicherung.de/datenverarbeitung](http://www.allianz-reiseversicherung.de/datenverarbeitung) or requested from us (AGA International S.A., Bahnhofstraße 16, D - 85609 Aschheim bei München, Phone +49.89.62424-460, [service@allianz-assistance.de](mailto:service@allianz-assistance.de)). We need your consent for the disclosure of your health data and for use of such data by these parties.

I consent to AGA International S. A. transferring my health data to the parties named in the list mentioned above and to the collection, processing and use of my health data by those parties for the purposes stated to the same extent as AGA International S. A. would be allowed to do. Insofar as necessary, I release the employees of the parties entrusted with this task from secrecy for the disclosure of health data and other data protected under Section 203 of the German Criminal Code.

#### 3.3 Disclosure of data to reinsurers

To ensure that your claims are satisfied, AGA International S. A. can conclude contracts with reinsurers that partially or completely assume the risk insured by us. In some cases the reinsurers use other reinsurers for this purpose to whom they also transfer your data. To allow the reinsurer to check whether AGA International S. A. has correctly assessed a claim, AGA International S. A. might be required to present your claim documents to the reinsurer.

To settle insurance claims, data on your existing contracts might also be disclosed to reinsurers.

As far as possible, anonymised and pseudoanonymised data are used for the purposes named above, but personal health data might also be used.

Reinsurers use your personal data only for the purposes named above. We will inform you of the transfer of your health data to reinsurers.

I consent to AGA International S. A. transferring my health data to the parties named in the list mentioned above and to the collection, processing and use of my health data by those parties for the purposes stated to the same extent as AGA International S. A. would be allowed to do. Insofar as necessary, I release the employees of the parties entrusted with this task from secrecy for the disclosure of health data and other data protected under Section 203 of the German Criminal Code.

### Statements by the insured person(s) or the legal representative of the person(s) to be insured

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

#### 1\*) Companies of Allianz Deutschland Group that use the master data subject to secrecy in joint data processing procedures:

- Allianz Beratungs- und Vertriebs-AG, Allianz Deutschland AG, Allianz Lebensversicherungs-AG, Allianz Pension Consult GmbH, Allianz Pensionsfonds AG, Allianz Pensionskasse AG, Allianz Private Krankenversicherungs-AG, Allianz Versicherungs-AG, AllSecur Deutschland AG, Deutsche Lebensversicherungs-AG, Oldenburgische Landesbank AG und Vereinigte Spezial-Krankenversicherung AG.
- Allianz Group companies (marked with \*) and service providers that use personal data on behalf of the insurer which are subject to secrecy and/or collect, process or use health data:
- Allianz Deutschland AG \* (insurance company with risk analysis, contract management and claims processing),
- Allianz Handwerker Services GmbH technical services for companies of the Allianz Group),
- Allianz Managed Operations & Services SE \* (shared services for companies of the Allianz Group),
- AGA Service Deutschland GmbH \* (assistance services), reha-care GmbH \*, medical and professional rehabilitation company (rehab services),
- KVM ServicePlus-Kunden- und Vertriebsmanagement GmbH \* (sales and customer-related services, telephone service),
- IMB Consult GmbH (support in the preparation of medical reports),
- ViaMed GmbH (medical consulting, support in the preparation of medical reports),
- Experts (medical and nursing assessment and preparation of expert reports),
- Nursing services and providers of medical aids (arrangement of nursing services and medical aid providers),
- Patient repatriation transports (medically necessary repatriation from abroad).

## II. Disclosure of data to other insurers

Pursuant to the Insurance Contract Act the insured person must notify the insurer of all important circumstances for claim settlement in case of damage. This can also include previous illnesses and claims or notifications about other similar insurance. In certain cases, such as double insurance, legal subrogation and where there are cost sharing agreements, personal data must be exchanged between insurers. Also to prevent any misuse of insurance it may be necessary to request information from other insurers or to provide suitable information upon request. In the process, the data of the person affected are disclosed, such as his or her name and address, type of insurance cover and the risk or information on the claim (type of damage, amount of claim, date of damage).