

## DOCUMENTS TO INSURANCE CERTIFICATE 18.2

Valid only in combination with the insurance premiums and descriptions of benefits indicated on the insurance certificate or the travel / booking confirmation. The agreed insurance is documented on the insurance certificate and / or the travel / booking confirmation.

### YOUR INSURANCE BENEFITS

#### TRAVEL HEALTH PROTECTION

• **Travel Health Insurance incl. Medical Return Transport**

**Incl. Real-Time:** immediate claims payment for out-patient treatment costs and medication

**Mode of travel:** valid for all modes of travel – including business travel  
**Area of application:** Europe (incl. Russian Federation, Mediterranean coastal states, the Canary Islands, the Azores, and Madeira), or world excl. USA / Canada (yet, on outward and return journeys with transfer connections, this includes a maximum of one overnight stay in USA / Canada), or world incl. USA / Canada  
**Insured cost of travel:** no limitation  
**Insured duration of travel:** See insurance certificate / travel confirmation / booking confirmation. The insurance policies are valid for the duration of the trip (from commencement of the trip to the time of return); a maximum of 93 days is possible.

### HOW TO CONTACT US

#### Questions about your insurance benefits

Our Service Team is ready to provide you with the information you need (Mon. – Fri. 8.30 am – 7.00 pm and Sat. 9.00 am – 2.00 pm):

**Telephone: +49.89.6 24 24-460**  
**Fax: +49.89.6 24 24-244**  
**Email: [service-reise@allianz.com](mailto:service-reise@allianz.com)**  
**[www.allianz-reiseversicherung.de](http://www.allianz-reiseversicherung.de)**

#### Assistance in an emergency

**In the case of an emergency,** we are there to assist you. Our **24-hour Emergency Service** will provide you with fast, expert assistance around the clock, anywhere in the world!

**Please have the following information ready:**

- the exact address and telephone number of your current whereabouts
- the names of the persons with whom you are in contact (e.g. your doctor, the hospital, the police)
- an exact description of the situation
- all other necessary information (e.g. start and / or end of travel, the tour operator and the insurance certificate number)

**Telephone: +49.89.6 24 24-245**  
**Email: [notfall-reise@allianz.com](mailto:notfall-reise@allianz.com)**

#### Assistance with the Real-Time Card

If you have arranged **travel health insurance** and then become ill while travelling and are required to pay a doctor or a pharmacy. We can top up your Real-Time Card with the necessary amount. Please call us to find out if the necessary criteria are fulfilled:

**Telephone: +49.89.2 08 01-6215**

#### Registering a claim

You can register a claim very easily and quickly by going online to

**[www.allianz-reiseversicherung.de/schadenmeldung](http://www.allianz-reiseversicherung.de/schadenmeldung)**  
 (or you can send a letter to our Claims Department)



**TRAVEL SAVE AND HEALTHY – WORLDWIDE**

24-hour emergency number /  
Please contact in case of emergency:

**Tel +49.89.6 24 24-245**

Please fill in your policy number:

---




## DEFINITIONS AND NOTES

**Insurance premium for one person:** each valid for one person

**Insurance premium for families / couples:** Valid for up to two adults (irrespective of the family relationship and common place of residence) and children up to their 21st birthday. Any number of own children can be insured. Otherwise a maximum of six children may be insured. All insured persons must be listed by name.

**Notes on arranging insurance:** It may be arranged up to the day of departure. Insurance cover begins at the time of commencement of the insured travel, and ends at the agreed point in time. The insurance cover will end at the very latest with the completion of the insured travel. In the following case, the insurance cover will be extended beyond the agreed point in time: if you have insured the entire planned trip, and the end of the trip is delayed for reasons outside of your control.

**Insurance cover is valid only for the insured person(s) listed by name in the insurance certificate or in the travel/booking confirmation.**

As a rule, the amount of the insurance premium is based on the selected insurance cover, the term of the contract and the cost of the insured travel. Premiums for higher costs of travel available on request.

**If the insured event occurs, we will only be obliged to provide indemnity if the premium has been paid, or if you, as the policyholder, are not at fault for the non-payment of the premium. You are required to prove this to us.**

The Allianz Travel trademark is owned by AWP P&C S.A. The contractually agreed insurance services are offered by AWP P&C S.A. in accordance with the following Terms and Conditions of Insurance. Verbal agreements shall not be valid. Insurance tax is already included in the insurance premiums. No fees are charged. The scope of the insurance is conclusively defined in the insurance certificate or the insurance premiums and service descriptions documented in the travel / booking confirmation.

AWP P&C S.A.  
Niederlassung für Deutschland  
(Germany Branch)  
Bahnhofstraße 16  
D - 85609 Aschheim (near Munich)  
Germany

General Representative: Philipp Kroetz  
Registration court: Munich HRB 4605  
VAT ID No. DE 129274528

AWP P&C S.A.  
Public Limited Company incorporated under French law  
Registered Office: Saint-Ouen (Frankreich)  
Commercial register: R.C.S. Bobigny 519 490 080  
Chairman of the Board of Management: Sirma Boshnakova

**This translation is for information purposes only. In the event of any conflict or inconsistency between the German and the English versions, the German original shall prevail.**

## COMPLAINTS, APPLICABLE LAW AND WITHDRAWAL

### How you can lodge a complaint

It is our aim to offer you first-class services. Engaging with your concerns is equally important to us. If, at any time, you are not completely satisfied with our products or our service, please do not hesitate to inform us.

You can use any means of communication to inform us of your complaints concerning contractual or claims-related issues:

by telephone at +49 89 624 24-460,  
by email at [beschwerde-reise@allianz.com](mailto:beschwerde-reise@allianz.com) or  
by letter addressed to

AWP P&C S.A., Beschwerdemanagement,  
Bahnhofstraße 16, D - 85609 Aschheim (near Munich).  
Further details about our complaints handling process is available at [www.allianz-reiseversicherung.de/beschwerde](http://www.allianz-reiseversicherung.de/beschwerde).

You can also contact the insurance ombudsman with your complaint regarding all insurance policies (with the exception of travel health insurance):

Versicherungsombudsmann e. V.,  
post office box 08 06 32, 10006 Berlin, Germany  
telephone 0800.3 69 60 00, fax 0800.3 69 90 00,  
email: [beschwerde@versicherungsombudsmann.de](mailto:beschwerde@versicherungsombudsmann.de).  
You can find further information at:  
[www.versicherungsombudsmann.de](http://www.versicherungsombudsmann.de).

For complaints about any insurance line, you can also contact the competent supervisory authority:  
German Federal Financial Supervisory Authority (BaFin),  
Graurheindorfer Strasse 108, D - 53117 Bonn, Germany  
([www.bafin.de](http://www.bafin.de)).

### Applicable law

The contractual relationship is governed by German law, unless this is precluded by international law. Lawsuits arising from the insurance agreement may be raised by the policyholder and the insured person before the court which holds jurisdiction over the location in which the company or its branch office has its registered address. If the policyholder or the insured person is a natural person, lawsuits may also be raised before the court which holds jurisdiction over the location in which the policyholder or the insured person is domiciled at the time the action is filed or, if he / she has no domicile, over the location in which he / she has his/her habitual residence.

### Right of withdrawal for agreements with a term of one month or more:

You are entitled to revoke your policy declaration in written or textform (e.g. letter, fax, email) within 14 days without having to state any reasons. This period shall begin once you have received the insurance certificate, the policy provisions including the General Terms and Conditions of Insurance, the further information pursuant to Sections 7.1 and 7.2 of the German Insurance Contract Act (Versicherungsvertragsgesetz – VVG) in conjunction with Sections 1-4 of the VVG Information Ordinance (Informationspflichtenverordnung), as well as this notice, in written or textform in each case. However, in the case of e-commerce contracts, the time period will not commence until we have fulfilled our duties pursuant to Section 312i (1) sentence 1 of the German Civil Code (BGB) in conjunction with Article 246c of the Introductory Act to the German Civil

Code (EGBGB). The withdrawal deadline shall be deemed observed if the withdrawal notice is dispatched in time. The withdrawal notice should be addressed to: AWP P&C S.A., Bahnhofstraße 16, D - 85609 Aschheim (bei München), Telefax + 49.89.6 24 24-244, E-Mail: [service-reise@allianz.com](mailto:service-reise@allianz.com).

### Consequences of withdrawal:

In the event of effective withdrawal, the insurance cover shall end and we shall reimburse you for that part of the insurance premiums attributable to the time after your withdrawal request notice is received, if you consented to the insurance cover commencing before the end of the withdrawal notice period. In this case, we will be entitled to retain the portion of the amount which corresponds to the period of time up to the receipt of the withdrawal notice. The amount in this case will be calculated pro rata, based on the number of days. Any amounts to be reimbursed to you shall be repaid without delay, but at the latest within 30 days after receipt of the withdrawal notice. If the insurance cover did not commence prior to the end of the withdrawal period, the effect of a withdrawal notice will be that any benefits received must be reimbursed and any advantage derived therefrom (e.g. interest) must be handed over.

### Special notices:

Your right to withdraw will be deemed null and void if the contract has been fulfilled in its entirety by both you and us in accordance with your express wishes, and this occurred before you exercised your right to withdraw.

End of notice on the right of withdrawal.

## IMPORTANT NOTICES IN THE EVENT OF LOSS OR DAMAGE

### What must you do in each event of loss or damage?

You must minimise the damage or loss to the extent possible and provide evidence of the damage or loss sustained. Therefore, please retain appropriate evidence detailing the occurrence of the loss or damage ( e.g. confirmation of loss or damage, medical report) and the extent of the loss, damage or injury (e.g. invoices, receipts). You can register your claim quickly and easily online at [www.allianz-reiseversicherung.de/schadenmeldung](http://www.allianz-reiseversicherung.de/schadenmeldung)

### What are your obligations if you become ill or suffer an injury or other emergency while travelling?

If you sustain a serious injury or become ill, contact our Emergency Assistance service – particularly before any hospital admission – in order that we can ensure proper treatment and arrange return transport if necessary. To ensure the reimbursement of the costs you incurred while on travel, please submit the original invoices **and / or prescriptions**.

**Important:** The invoices must include the name of the person who received treatment, a description of the illness and the itemised medical services with the relevant costs. Prescriptions must contain information concerning the prescribed drugs, the prices and the stamp of the pharmacy.

### What options does Real-Time give you, if you become ill and would like to receive medical treatment?

You can call us before receiving treatment for health-related problems. We will verify whether the criteria for Real-Time are fulfilled on the basis of a preliminary assessment. If this is the case, we will arrange for the Real-Time card to be promptly topped up. You can use this credit card to pay the medical and / or pharmacy bill.

# TERMS AND CONDITIONS FOR INSURANCE COVER OF AWP P&C S.A., GERMANY BRANCH

## Terms and Conditions of Insurance

### AVB AB-EV 18

The General Terms and Conditions for your travel insurance apply to the individual policies in addition to the Special Terms and Conditions set out further below. Insurance cover is provided if you have arranged the relevant insurance policy with us.

#### Section 1 Who is the policyholder?

1. You are the policyholder if you concluded the insurance contract with us. You are required to pay us the insurance premium. Section 4 applies to you. You are obliged to provide the other co-insured persons with these Terms and Conditions of Insurance and the Data Protection Policy.
2. You can be an insured person at the same time.

#### Section 2 Who is insured?

As an insured person, you benefit from the insurance cover. You are named in the proof of insurance, or you belong to the group of persons described therein. You are subject to all the provisions, except the payment of premium in accordance with Section 4.

#### Section 3 What travel is insured?

Your insured travel is protected by insurance cover within the agreed area of application.

#### Section 4 When do you have to pay the insurance premium?

1. The premium is due immediately upon arranging the insurance contract and upon delivery of the insurance certificate.
2. If the insured event occurs, we will only be obliged to provide indemnity if the premium has been paid, or if you, as the policyholder, are not at fault for the non-payment of the premium. You are required to prove this to us.

#### Section 5 When does the insurance cover begin and end?

1. The insurance cover starts upon commencement of the insured travel.
2. The insurance cover ends at the agreed point in time, albeit no later than upon the actual completion of the insured travel.
3. The insurance cover will be extended beyond the agreed point in time, if
  - the insurance was concluded for the entire scheduled travel and
  - the end of the travel is delayed for reasons outside of your control (e.g. because you are not in fit condition for taking transport).

#### Section 6 In what situations are you not insured (general exclusions)?

1. You are not covered for loss or damages caused by:
  - a) strikes, nuclear energy, actions by a state authority (e.g. refusal of entry)
  - b) wars, civil wars or war-like events, if
    - these events were already ongoing at the time of your entry, or
    - you do not leave the territory/country within 14 days following the outbreak of the events. If you are unable to end your travel for reasons beyond your control, you will be insured beyond this time limit.
    - you actively participate in these events.
  - c) Nuclear, biological or chemical weapons or nuclear, biological or chemical materials.
2. You are not insured for travel within areas for which the Federal Foreign Office of Germany has issued a travel warning at the time of your entry into this area. If you are already at the location when a travel warning is announced, the insurance cover shall end 14 days after the travel warning has been announced. If you are unable to discontinue your travel for reasons in which you are not at fault, you will be insured beyond this time limit.
3. There is no insurance cover for loss or damage caused deliberately by you.

4. You are not insured while on expeditions.
5. No insurance cover exists if
  - a) there are economic, trading or financial sanctions or embargoes declared by the European Union or the Federal Republic of Germany and
  - b) these are directly applicable against you or us, or which prevent the provision of insurance cover.This also applies for economic, trading or financial sanctions or embargoes imposed by the United States of America, insofar as these do not violate European or German legal regulations.

#### Section 7 What are your obligations in the event of a claim (general obligations)?

1. You are required
  - to minimise the loss or damage to the extent possible and avoid unnecessary costs.
  - to notify us of the loss or damage without delay.
  - to describe and prove the loss or damage to us (event and extent). In doing so, you must truthfully provide us with all information necessary to clarify the facts, and enable us to verify the cause and amount of the claim made.
  - to provide proof in the form of original invoices and documents.
2. To enable us to assess our obligation to indemnify and the scope of indemnity to be provided, you must also release your doctor from their non-disclosure obligations to the extent that is necessary. If you do not issue the release from the duty of confidentiality and have not enabled us to perform verification by other means, we are not obligated to provide insurance benefits.

#### Section 8 What happens if you breach an obligation?

1. If you intentionally breach an obligation, we shall be entitled to refuse the insurance benefit. If you breach an obligation through your gross negligence, we may reduce the indemnity to an extent commensurate to the severity of your fault. You must prove that you have not acted in gross negligence.
2. If you prove that the breach of duty did not affect the determination or the scope of our indemnity obligation, we will be obliged to provide you insurance benefits. This does not apply if you have acted deceitfully.

#### Section 9 What is the limitation period for your claim to benefits under the insurance contract?

Your claim to insurance benefit shall lapse after three years. The limitation period begins at the end of the year in which the claim was made and you had knowledge of the circumstances justifying the claim, or should have had knowledge of such circumstances without gross negligence.

#### Section 10 When will we pay the compensation?

We will pay the compensation within two weeks of conclusively verifying your claim. The payment will always be made by bank transfer to an account held at a bank.

#### Section 11 What applies if you have compensation claims against third parties?

1. If you have claims against other parties in connection with the loss or damage event, these shall be assigned to us. This applies up to the amount of the payment you have received from us, provided you are not placed at disadvantage as a result.
2. When requested by us, you must provide us with written confirmation of this assignment.
3. Your entitlements to benefits from other private insurance contracts shall take precedence over our obligation to indemnify. We will extend preliminary indemnity in the event that you make your claim against us first.

#### Section 12 In what form must declarations and notifications be issued, and who is entitled to receive them?

1. Both you and we must issue notifications and declarations of intent in written or textform (e.g. letter, fax, email).

2. Insurance agents are not authorised to accept notifications or declarations of intent relating to a claim.

#### Section 13 What court in Germany has jurisdiction? What law applies?

1. If you wish to file legal actions in connection with this insurance contract, you may choose between the following legal venues:
  - Munich or
  - the place in which you are resident in Germany at the time of filing the action
2. If we wish to assert claims against you before a court of law, the courts of the place in which you are resident in Germany at the time of filing the action shall have jurisdiction.
3. This contract is governed by German law insofar as is permissible under international law.

## Travel Health Insurance incl. Medical Return Transport

### AVB RKR 18

#### Section 1 What cover do you have for illnesses or accidental injuries during your travel abroad?

1. We will reimburse you the expenses for medically necessary treatment performed abroad. This includes:
  - a) out-patient treatment provided by a doctor.
  - b) in-patient treatment provided in a hospital, including urgent operations.
  - c) medically prescribed medicines, dressings and remedies.
  - d) medical aids up to € 500.00 per insured person and insured event.
  - e) prostheses and pacemakers necessary for the first time.
  - f) the following services provided by a dentist:
    - analgesic dental treatment, including simple dental fillings
    - repair of dentures and temporary solutions
    - temporary dentures following accidentsWe will reimburse up to a total of € 250.00 per insured person and insured event.
2. We will reimburse expenses for examination and treatment methods predominantly accepted by conventional medicine. This also applies to medication. We will also reimburse expenses for methods and medication that are used due to unavailability of conventional methods or medications.
3. We will cover the costs for the medically necessary patient transportation for treatment in the nearest accessible suitable hospital. In the case of out-patient treatment in a hospital, we will reimburse up to a maximum of € 200.00 per insured person and insured event. This restriction does not apply if the transport is performed by an officially recognised emergency service in response to an emergency call.

#### Section 2 What cover do you have in the case of pregnancy / birth during your travel abroad?

- We will reimburse expenses for
1. medically necessary treatments for unexpected complications in the pregnancy.
  2. urgent termination of a pregnancy. This only applies if there is a medical indication for the procedure.
  3. Delivery of miscarriages and premature births up to the end of the 36th week of pregnancy.
  4. medically necessary treatments for the premature baby.

#### Section 3 What cover do you have in the case of illness or accidental injury during your domestic or foreign travel?

1. We will organise the medically advisable and justifiable medical return transport
  - to the nearest suitable hospital at your place of residence, or
  - to your place of residenceand we will cover the expenses for this purpose. In addition, we will arrange the recovery of your luggage, and

cover the costs of this up to € 500.00 per insured person and insured event.

2. On behalf of children under 18 travelling with you, we will arrange:
  - provision of on-site care and
  - return journey,if you are not able to care for them as a result of illness, serious accidental injury or death. We will cover the expenses incurred from these events.
3. If a co-insured child under 18 requires in-patient treatment, we will reimburse the costs for accommodating a accompanying person in the hospital.
4. We will cover the travel costs for a person related to you to visit you and return to their place of residence. This applies if you
  - will have to receive in-patient treatment for a foreseeable period of more than ten days, or
  - you have taken ill and the condition is life-threatening.
5. You suffer an accident. For this reason a search must be carried out for you and you must be rescued or brought to safety. In this case, we will refund the costs of search, rescue and recovery up to € 7,000.00 per insured person and insured event.
6. If the costs of the insured in-patient treatment are reimbursed by another party, we will pay a daily hospital allowance of € 50.00 per insured person and insured event up to a maximum of 45 days.

#### **Section 4 Which services will we provide in the event of your death inland or abroad?**

1. If you are deceased during your travel, we will organise the return of your remains at the request of your relatives. We will cover the expenses directly incurred by this event.
2. Alternatively, we will organise
  - the funeral at the relevant location, as well as the
  - return journey of one person to the funeral.We will cover the expenses incurred directly for this purpose up to a total equal to the cost of returning your remains.
3. In addition, we will organise the recovery of your luggage, and cover the costs of this up to € 500.00 per insured person and insured event.

#### **Section 5 In what countries are you deemed to be "abroad"?**

"Abroad" is deemed to include all countries, in which you

- do not have your permanent residence or
- are not ordinarily resident for more than three months in the year. You are "ordinarily" resident in a country if you remain in that country for at least three months at least three times within three years.

#### **Section 6 When will we issue a declaration of cost coverage?**

If you must receive in-patient treatment, once we have performed a preliminary cover assessment, we will issue a declaration of cost coverage for up to € 15,000.00 per insured person and insured event. This will be issued to the hospital. This does not constitute an acknowledgement of any obligation to provide benefit on our part.

#### **Section 7 What additional assistance will we give you, if necessary?**

1. If you receive in-patient treatment, we will cover the costs
  - for visits made by a fellow traveller, or
  - for their overnight accommodation.We will refund up to a maximum of € 50.00 per day, limited to eight days. The limitation applies per insured event.
2. We will provide information about
  - the general medical care in the holiday destination.
  - a German or English-speaking doctor.
  - a hospital with a high medical standard to the best of our knowledge.
  - particular risks of infection.
  - required vaccinations.
  - suitable destinations in the case of particular illnesses.
3. Medical interpreter service: We will explain diagnoses and other medical terminology.
4. You need medication that is not available at your holiday destination: we will investigate which substitute medication is locally available.

#### **Section 8 In what cases will we not provide benefits (special exclusions)?**

No insurance cover is provided for:

1. treatments and other medically prescribed measures
  - which you knew to be necessary prior to the start of the insured time period, or
  - which you must have anticipated given the circumstances known to you, or
  - which were the reason for undertaking the travel.These exclusions do not apply if you are travelling due to a death in the family.
2. Acupuncture, massage and wellness treatments, "fango" procedures and lymph drainage.
3. Treatments due to the abuse of alcohol, drugs or medication.
4. Treatment of alcoholism, drug addiction and other addictions.
5. Consequences of attempted suicide.
6. Treatment or accommodation due to necessity for care or being held in custody.
7. Psychoanalytical and psychotherapeutic treatment, as well as hypnosis treatment.
8. Treatment of injuries suffered by you while actively participating in sporting competitions, or while training for such events. This applies if the participation is aimed at gaining income of any kind (prize money for example).
9. Treatment provided by spouses, life partners, parents or children. Proven material expenses will be reimbursed within the scope insured.

#### **Section 9 In what cases will we curtail our indemnity?**

1. We may curtail the amount of our indemnity to a reasonable sum, if
  - medical treatment,
  - any other such measure or
  - the mode of return transportexceeds the standard that is medically necessary. This limitation does not apply in the case of return transport organised by us.
2. The invoiced fees and charges may not exceed the standard and reasonable scope generally applicable in the relevant country. Otherwise, we may reduce the reimbursement to the standard rates applicable in that country.

#### **Section 10 What applies if you have statutory health insurance (SHI)?**

If you have SHI cover, in certain circumstances (particularly if you are travelling in an EU country, a country with applicable social insurance agreements or a country without such an agreement) you will be able to claim entitlements from this insurance if you need to receive medically necessary treatment while abroad. Our indemnity obligation under this insurance contract applies alongside that of your SHI. If you claim from us first, we will provide the full amount of the indemnity. We may pursue a claim against your SHI to offset our indemnity, provided this does not result in any disadvantage to you.

#### **Section 11 What are your obligations in the event of a claim (special obligations)?**

1. You must contact us
  - in the event you are receiving in-patient medical treatment.
  - prior to payment of the costs of any in-patient treatment.
  - prior to execution of the medical return transport.In these cases we will reimburse your telephone charges up to € 50.00 per insured event.
2. You must provide us with the original invoices. Alternatively, a duplicate from another insurer or a social insurance agency will also suffice. In that case, the benefits received must be confirmed on the duplicate in the original.

#### **Section 12 What happens if you breach an obligation?**

1. If you intentionally breach an obligation, we shall be entitled to refuse the insurance benefit. If you breach an obligation through your gross negligence, we may reduce the indemnity to an extent commensurate to the severity of your fault. You must prove that you have not acted in gross negligence.
2. If you prove that the breach of duty did not affect the determination or the scope of our indemnity obligation, we will be obliged to provide you insurance benefits. This does not apply if you have acted deceitfully.

#### **Section 13 What additional services are available from Real-Time as part of your travel health insurance?**

1. If you have arranged travel health insurance that includes Real-Time, you can use the Real-Time card to settle
  - out-patient doctor's fees and
  - pharmacy invoices.
2. This requires that,
  - you call us prior to visiting the doctor and
  - based on your information, we will arrive at a preliminary assessment regarding the existence and amount of any insured loss.
3. If requested, you must subsequently provide us with the original copies of the relevant documents.
4. Topping up the Real-Time card does not constitute any recognition of the indemnity obligation. We may demand that you repay any benefits received, if the travel health insurance does not provide cover.
5. In addition, the Terms and Conditions for Travel Health Insurance also apply.

In accordance with Art. 13 and 14 of the General Data Protection Regulation (GDPR), we are informing you about how your personal data is processed by AWP P&C S.A., Niederlassung für Deutschland (Germany Branch), and about the rights to which you are entitled under data protection law. Please make all co-insured individuals (e.g. your spouse) aware of this policy.

## I Who is responsible for processing your personal data?

Responsibility for processing your personal data rests with

AWP P&C S.A., Niederlassung für Deutschland  
Bahnhofstraße 16  
D - 85609 Aschheim (near Munich).

The Data Protection Officer can be contacted by standard mail at the aforementioned address, using the suffix "Data Protection Officer", or by email at [datschutz-azpde@allianz.com](mailto:datschutz-azpde@allianz.com).

## II For what purpose is your data processed, and on what legal basis does this take place?

### 1. What applies to all categories of personal data?

We process your personal data in compliance with the EU General Data Protection Regulation (GDPR), the German Federal Data Protection Act (BDSG), the provisions of the German Insurance Contract Act (VVG) relevant to data protection law, as well as all other applicable laws.

When you apply for insurance cover, we will require the information provided by you at this point in order to arrange the contract and to estimate the risk assumed by us. If the insurance contract comes into being, we will process this data for the implementation of the contractual relationship, such as for invoicing purposes. We require information about loss or damage in order to be able to assess whether an insured event has occurred and determine the extent of this loss or damage.

### It is not possible to arrange and implement the insurance contract without processing your personal data.

Art. 6 (1) b) GDPR constitutes the legal basis for the processing of personal data for pre-contractual and contractual purposes.

Alongside that, Art. 6 (1) a) and c) – f) GDPR contain other legally defined situations in which we are entitled to process personal data.

We will process your data in order to fulfil a legal obligation in accordance with Art 6 (1) c) GDPR, such as to review claims for settlement, if another insurer seeks recourse from us due to the existence of multiple insurance policies.

We will also process your data in order to uphold our legitimate interests or the legitimate interests of others, Art. 6 (1) f) GDPR. This may be the case particularly:

- for ensuring IT security and IT operations
- for marketing our own insurance products, and for conducting marketing surveys and opinion polls
- for the prevention and investigation of criminal activities (in particular, we employ data analyses to detect possible indications of insurance fraud).

As a rule, we only process that data that we have received directly from you. In certain cases we may also receive such data from other sources (such as if another insurer seeks recourse from us due to the existence of multiple insurance policies).

We also process your personal data in order to fulfil other statutory obligations, such as regulatory requirements, as well as data retention obligations imposed by commercial and tax law. In these cases, the legal basis of the data processing is provided by the relevant statutory regulations in conjunction with Art 6 (1) c) GDPR.

We may also process your data in accordance with Art 6 (1) d) GDPR in order to protect your vital interests, or if you have consented to the data processing, Art. 6 (1) a) GDPR.

If we wish to process your data for any purpose other than those specified above, we will notify you in advance within the framework of the statutory regulations.

### 2. What applies to special categories of personal data, especially health data?

There are special safeguards on the processing of special categories of personal data, of which health data is one. As a rule, processing is permitted only if you have consented to the processing in accordance with Art. 9 (2) a) GDPR, or if this is a case of one of the other situations defined by law, Art. 9 (2) b) – j) GDPR.

#### a) Processing of your special categories of personal data

In many cases, in order to review the benefit entitlement, we require personal data belonging to a special category (sensitive data). This includes health data, for example. If, in connection with a specific insured event, you provide us with such data together with a request to review and process the claim, you are explicitly permitting us to process your sensitive data necessary in order to process the insured event. We will again remind you specifically of this fact in the claim form.

You may withdraw your consent at any time, with future effect. However, we explicitly inform you that it may in that case no longer be possible to review our indemnity obligation in connection with the insured event. If the review of the claim is already concluded, there may be statutory retention obligations that mean the data cannot be erased.

We may also process your sensitive data if this is necessary to protect your vital interests, and if you are physically or legally incapable of giving consent, Art. 9 (2) c) GDPR. This may be the case if you suffer a serious accident while travelling, for example.

In the case of multiple insurance policies, if another insurer seeks recourse from us or if we seek recourse from another insurer, we may process your sensitive data in order to assert and defend the statutory claim for settlement, Art. 9 (2) f) GDPR.

#### b) Requesting health data from third parties for review of the indemnity obligation

In order to review our indemnity obligation, it may be necessary for us to review information about the state of your health, as provided by you for the substantiation of claims, or which is contained in the documents submitted (e.g. invoices, prescriptions, medical reports) or statements, such as from a doctor or other member of the healthcare profession.

For this purpose, we will require your consent, including a confidentiality waiver covering us and all agencies subject to a duty of confidentiality, and which are required to provide information for review of the indemnity obligation.

We will notify you in each specific case about what persons or institutions require information for what purpose. You may then decide in each case whether you consent to us collecting and using your health information, and whether to release the named persons or institutions and their duty of non-disclosure, and if you agree to the communication of your health data to us, or if you want to personally provide the necessary documentation.

### III To what recipients will we communicate your data?

Recipients of your personal data may include: selected external service providers (e.g. assistance service providers, benefit processors, transport service providers, technical service providers, etc.), other insurers (e.g. in the case of multiple insurance coverage).

We also insure some of the risks that we cover with specialist insurance companies (re-insurers). To this end, it may be necessary to send your contract and, where relevant, your claims information to a re-insurer, to enable it to form its own opinion of the risk or the insured event.

If you join a group insurance contract as an insured person, (e.g. when acquiring a credit card), we may disclose your personal data to the policyholder (a bank for example), if it has a legitimate interest in knowing this information.

In addition, we may also communicate your personal data to other recipients, such as public authorities for the fulfilment of statutory duties of notification (e.g. finance authorities or criminal investigation agencies).

The forwarding of data is a form of data processing, and is likewise performed within the framework of the principles set out in Art. 6 (1) and Art. 9 (2) GDPR.

### IV How long will we retain your data?

We will retain your data for the period during which claims may be made against our company (statutory limitation period of 3 to 30 years). We will also retain your data if we are under a legal obligation to do so, e.g. according to the provisions of the German Commercial Code, the German Fiscal Code or the German Money Laundering Act. The relevant retention periods range up to ten years.

### V Where will your data be processed?

If we should transfer your data to service providers located outside of the European Economic Area (EEA), the transfer within the Allianz Group will be performed on the basis of "Binding Corporate Rules", which have been approved by the data protection authorities. These form part of the "Allianz Privacy Standard". These Corporate Rules are binding on all companies within the Allianz Group, and they ensure an appropriate level of protection for personal data. The "Allianz Privacy Standard" and the list of Allianz Group companies bound by this standard, can be viewed here: <https://www.allianz-partners.com/allianz-partners---binding-corporate-rules.html>.

In those cases in which the "Allianz Privacy Standard" does not apply, the transfer of data to third countries will take place in accordance with Art. 44 – 50 GDPR.

### VI What are your rights?

You have the right to be informed about all of the information retained by us, and to demand that incorrect data be rectified. Under certain conditions, you also have the right to the erasure of data, the right to object to processing, the right to the restriction of processing and the right to data portability.

#### Right of objection

You may object to the processing of your data for direct marketing purposes. If we process your data in order to protect legitimate interests, you may object to this processing for reasons pertaining to your particular situation.

If you have any objections concerning the handling of your data, you may contact the aforementioned Data Protection Officer in this connection. You are also entitled to lodge an objection with a data protection supervisory authority.