

# General and special insurance conditions for the "Travel Care Basic" insurance

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2021



Valid as from: 01/05/2021  
Status: 04/05/2021

## General insurance conditions for the "Travel Care Basic" insurance

Dear insured,

With the following terms and conditions, we, Inter Partner Assistance S.A., wish to inform you of the regulations that apply to the contractual relationship between Deutsche Lufthansa AG (hereinafter referred to as the "Policyholder") and us as the Insurer. Deutsche Lufthansa AG is the Policyholder of the group insurance contract concluded with us, which is also binding for you as an insured person. Because of your function as an insured person, we would ask you in particular to observe the obligations to be fulfilled in the event of a claim, as otherwise our obligation to pay benefits may be reduced or cancelled altogether.

These insurance conditions shall be valid as from 01/05/2021. They will apply to all bookings to which this insurance package was booked in additions. The respective trip will have to be started in the period between 01/05/2021, 00:00 CET and 31/01/2022, 24:00 CET.

### I. Object of the contract

The object of the group insurance contract is the insurance cover for holders of the insurance package. The insurance package can be bought as an addition to all Lufthansa flights.

### II. Commencement and duration of the insurance cover

Insurance cover commences with the effective purchase of the insurance package during the booking of the Lufthansa Group flight and the conclusion of the corresponding contract of carriage by air, but no earlier than with the start of the journey or, in case of the medical assistance cover (see section 3) no earlier than 48 hours before the start of the journey. In the case of insured events that occur before the commencement of insurance cover, benefits will not be paid. In any event, the insurance cover will end with the cancellation of the insurance package, with the conclusion of the booked trip or at the latest 45 days after commencement of the trip. Trips lasting longer than 45 days are not insured. The return journey must take place before 15/03/2022 as scheduled.

The insurance cover shall apply worldwide. The insured person must be resident within the European Economic Area. For flights within the European Economic Area and flights to destinations outside the European Economic Area, persons who do not reside within the European Economic Area are also insured. In this case, our services are provided exclusively within the European Economic Area.

### III. Definitions

#### - Accident

An accident occurs:

- a) if the beneficiary involuntarily suffers damage to his or her health as a result of a sudden event acting on his or her body from outside;
- b) if a joint is dislocated or muscles, tendons, ligaments or capsules are pulled or torn as a result of an increased exertion of force;
- c) in the case of damage to health due to lawful defence or in an effort to save human life, animals or property.

#### - Air Dolomiti

Air Dolomiti refers to AIR DOLOMITI S.p.A. Linee Aeree Regionali Europee, Via Paolo Bembo, 70, 37062 Frazione di Dossobuono - Villafranca di Verona, Italy.

#### - Austrian Airlines

Austrian Airlines refers to Austrian Airlines AG, with its registered office at Office Park 2, PO box 100, 1300 Vienna, Austria.

#### - Brussels Airlines

Brussels Airlines refers to Brussels Airlines SA/NV, with its registered office at Airport bld 26 box 1b.5, General Aviation - Ringbaan, 1831 Diegem, Belgium.

- Doctor  
A doctor is a medically trained and licensed practitioner of medicine after obtaining a medical license.
- Edelweiss  
Edelweiss refers to Edelweiss Air AG mit Sitz in Operation Center 1, Flughafen, 8058 Zürich, Schweiz
- EEA / European Economic Area  
This refers to the countries of the European Economic Area. The following countries belong to the European Economic Area:  
  
Belgium, Bulgaria, Denmark, Germany, Estonia, Finland, France, Greece, Ireland, Italy, Croatia, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Austria, Poland, Portugal, Romania, Sweden, Slovakia, Slovenia, Spain, Czech Republic, Hungary, Cyprus, Iceland, Liechtenstein, Norway  
  
Only persons with an official residence in a country of the European Economic Area can be insured. For flights within the European Economic Area and flights to destinations outside the European Economic Area, persons who do not reside within the European Economic Area are also insured. In this case, our services are provided exclusively within the European Economic Area.
- Eurowings  
Eurowings refers to Eurowings GmbH mit Sitz im Terminal-Ring 1, Zentralgebäude Ost, Flughafen Düsseldorf, 40472 Düsseldorf, Deutschland
- Eurowings Discover  
Eurowings Discover refers to EW Discover GmbH, Hugo-Eckener-Ring 1, FAC, Building 234, D7.01, 60549 Frankfurt am Main, Deutschland
- Flights operated by the Lufthansa Group  
This refers to flights with official flight numbers of Lufthansa (starting with LH), Eurowings (b starting with EW), Eurowings Discover (starting with 4Y), Austrian Airlines (starting with OS), SWISS (starting with LX), Edelweiss (starting with WK), Air Dolomiti (starting with EN) or Brussels Airlines (starting with SN).
- Government ordered quarantine  
For the purposes of these terms and conditions, a government ordered quarantine is a legal order for compulsory isolation issued by a local government authority to a person if that person is identified as carrying Covid-19 or is in close contact with confirmed cases of Covid-19. Written confirmation from the government authority of the type and period of quarantine must be obtained from the government authority to justify the reimbursement of costs.  
A general recommendation by the local government or authority of the country of travel to isolate oneself for a few days, which applies generally or largely to parts or the entirety of a group of people, to passengers of a means of transport or ship, or to geographical areas, or which is based on where the insured person is travelling to, from or through which area he/she is travelling, shall not be deemed to be a government ordered quarantine for the purposes of these conditions.
- Group insurance contract  
The policyholder has concluded a group insurance contract with us. The group insurance contract is a special form of insurance contract. You will be automatically registered for the group insurance contract if a "Classic" or "Flex" flight ticket is issued to you by the policyholder, or if such a ticket is rebooked by you.
- Medical condition  
The medical condition is defined as the sum of all pre-existing symptoms and pre-existing conditions on the basis of which the insured person requires consultation and/or treatment by a doctor or healthcare professional prior to commencement of the journey.
- Medically necessary repatriation  
A repatriation will be medically necessary if there is a medical shortage at the place of travel. A medical shortage means that the medical care on site does not correspond to the standard in Germany or to the standard in the country of residence of the insured person. Our medical staff shall be responsible for assessing whether there is an undersupply.

- Obligations

We will provide benefits if the prerequisites for a claim under the insurance conditions are met. As an insured person, you have obligations to cooperate in your own interest (obligations) so that we can examine the claim. If these obligations are not fulfilled, we may not be obliged to provide benefits, or only provide some of them. Such obligations are explained in the conditions of insurance.

- Travel

For the purposes of these terms and conditions of insurance, travel is deemed to be private or business trips (lasting up to 45 days) in-country or abroad, i.e. to a country in which the insured person has no official residence. The benefits for domestic travel may differ from those for international travel, please refer to the special terms of insurance for details.

Both package tours as well as individually booked transport or rental services are deemed to be an insured travel. All travel components and individual services that are used in a coordinated manner in terms of time and place shall be deemed to be one trip.

Domestic travel within these conditions means a trip within the country of residence of the insured person that includes at least one overnight stay.

The scheduled return journey must take place before 15/03/2022. Trips with a later return date will not be insured.

- Travel service

Travel services within the meaning of these conditions are flights, package tours, accommodation, the provision of a rental car and similar services.

- SWISS

SWISS refers to SWISS International Air Lines AG with its registered office at Malzgasse 15, 4052 Basel, Switzerland.

- Unexpected illness

An illness will be considered to be unexpected if it occurs for the first time after the start of the journey and if the concrete symptoms of the illness prevent the start of the journey or the continuation of the journey or the scheduled termination of the journey.

- Unexpected worsening of already existing illnesses

Deteriorations of already existing illnesses will be considered to be unexpected if no treatment has been given in the last six months before the start of the journey, with the exception of routine examinations.

- Insured persons:

If you have your official residence within the European Economic Area, commence your travel with a Lufthansa Flight (from or to Germany) within the period from 01/05/2021 to 31/01/2022 and have booked the "Travel Care Basic" insurance package during the booking of your flight, you are an insured person. You will then be insured in accordance with the provisions of the group insurance contract and the terms and conditions of insurance and will also be referred to as "you" in the following text.

- Insured event:

An insured event is the event that gives rise to our obligation to perform. The event must occur during the term of the insurance cover.

- Policyholder:

The policyholder is Deutsche Lufthansa AG (also referred to as "Lufthansa"), Venloer Straße 151-153, 50672 Köln. The policyholder is our contractual partner as insurer and also your contractual partner as insured person.

- Intentionally:

You act intentionally when you do something intentionally or with willpower. This must be done knowingly. This will be the case, for example, if you consciously hurt yourself.

#### **IV. Sanction clause**

Notwithstanding the other contractual provisions, insurance cover shall only exist insofar and for as long as this is not opposed by any economic, trade or financial sanctions or embargos of the European Union or of the Federal Republic of Germany (sanction regulations) directly applicable to the policyholder or the insured person. This shall also apply to economic, trade or financial sanctions or embargos imposed by the United States of America with regard to Iran, insofar as this is not opposed by European or German legal regulations.

#### **V. Insurer**

The insurer is:

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

Commercial register (RPR) Brussels: No. BE 0415591055.

The following companies are entrusted with the handling of assistance and insurance services:

AXA Assistance Deutschland GmbH  
Colonia-Allee 10-20  
51067 Cologne

and

Inter Partner Assistance Service GmbH  
Große Scharrnstraße 36  
15230 Frankfurt (Oder)

and

AXA Travel Insurance  
106-118 Station Road  
The Quadrangle  
Redhill RH1 1PR  
United Kingdom

#### **VI. Applicable law and place of jurisdiction**

The claims arising from the group insurance contract shall be subject to German law. The court in whose district the insurer has its registered office (Cologne) or the court in whose district the insurance cover was taken out shall be competent for claims against us under the insurance contract. In addition, the court in whose district the insured person has his or her place of residence or - if there is no such place of residence – his or her habitual abode at the time the action is brought shall also have jurisdiction. If the place of residence of the insured person is outside the Federal Republic of Germany, the court responsible for the location of our registered office in Cologne shall have jurisdiction.

#### **VII. Declarations, notifications and damage reports**

Please call the following number: +49 (0) 221 8024 71 869

#### **VIII. Use of your personal data**

By providing your personal information in the course of using our services, you acknowledge that the insurer may process your personal information. You also consent to the insurers use of your sensitive information. If you provide us with details of other individuals, you agree to inform them of our use of their data as described here and in the insurers website privacy notice available at [www.axa-assistance.com/en.privacypolicy](http://www.axa-assistance.com/en.privacypolicy).

Processing your personal information is necessary in order to provide you the insured services. The insurer also uses your data to comply with its legal obligations, or where it is in its legitimate interests when managing its business. If you do not provide this information the insurer will be unable to process your claim.

The insurer uses your information for a number of legitimate purposes, including:

- Claims handling, providing travel assistance, complaints handling, sanctions checking and fraud prevention.
- Use of sensitive information about the health or vulnerability of you or others where relevant to any claim or assistance request, in order to provide the services described in the T&Cs.
- Monitoring and/or recording of your telephone calls in relation to cover for the purposes of record-keeping, training and quality control.
- Technical studies to analyse claims and premiums, adapt pricing, support subscription process and consolidate financial reporting (incl. regulatory). Detailed analysis on claims to better monitor providers and operations. Analysis of customer satisfaction and construction of customer segments to better adapt products to market needs.
- Obtaining and storing any relevant and appropriate supporting evidence for your claim, for the purpose of providing services under this policy and validating your claim.
- Sending you feedback requests or surveys relating to our services, and other customer care communications.

The insurer may disclose information about you and your insurance cover to companies within the AXA group of companies, to its service providers and agents in order to administer and service your insurance cover, to provide you with travel assistance, for fraud prevention, and otherwise as required or permitted by applicable law.

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

When carrying out these activities, the insurer may transfer your personal information outside the UK or the European Economic Area (EEA). Where this happens the insurer will make sure that the appropriate safeguards have been implemented to protect your personal information. This includes ensuring similar standards to the UK and EEA are in force and placing the party the insurer is transferring personal information to under contractual obligations to protect it to adequate standards.

The insurer keeps your personal information for as long as reasonably necessary to fulfil the relevant purposes set out in this notice and in order to comply with its legal and regulatory obligations.

You are entitled to request a copy of the information the insurer holds about you. You also have other rights in relation to how the insurer uses your data, as set out in our website privacy notice. Please let the insurer know if you think any information it holds about you is inaccurate so that the insurer can correct it.

If you want to know how to make a complaint to the UK Information Commissioner or have any other requests or concerns relating to the insurers use of your data, including obtaining a printed copy of the website privacy notice please write to the insurer at:

Data Protection Officer  
AXA Travel Insurance  
106-108 Station Road  
Redhill  
RH1 1PR  
Email: [dataprotectionenquiries@axa-assistance.co.uk](mailto:dataprotectionenquiries@axa-assistance.co.uk)

## **1. Medical repatriation under the "Travel Care Basic" insurance**

### **1.1. Object of contract**

The object of the medical repatriation is the insurance cover described below for the holder of the insurance package.

### **1.2. Commencement and termination of medical repatriation**

The insurance cover commences at the agreed point in time in accordance with Clause II of the General Terms and Conditions, but not before crossing the border abroad. A trip in this sense is any absence from the official residence of the insured person up to a maximum period of 45 days. The national territory in which the insured person has his or her official residence shall not be deemed to be a foreign country. If the return journey is not possible by the end of the insurance cover for medical reasons, the obligation to provide benefits for insured events requiring compensation shall be extended beyond the agreed period, but to a maximum of 365 days.

The official residence of the insured person is in the country where the insured person is assessed for tax purposes. In case that the insured person has an official residence in several countries, these countries will also be excluded from insurance cover.

### **1.3. Scope of insurance**

- 1.3.1 The insurer shall provide insured persons with insurance cover for the medical treatment costs for unforeseen infections with the SARS-COV-2 virus and the resulting Covid-19 disease. Medical treatment costs for other illnesses or accidents are not covered.
- 1.3.2 In the event of an insured event occurring during the trip abroad, the insurer shall reimburse any expenses incurred for the medical treatment and, if necessary, provide other agreed services, including:
- (a) for medicinal products, dressings and remedies, if they have been prescribed by a doctor;
  - (b) for medically prescribed aids, to the extent that they are necessary for the first time as a result of illness.
- 1.3.3 On your behalf, we will organise medical repatriation from the place of travel to your country of residence and will bear the costs of this repatriation. The requirements for medical repatriation are described in Paragraph 1.3.4. The infection with the SARS-COV-2 virus and the resulting Covid-19 disease leading to medical repatriation must have occurred unexpectedly and cannot have been caused through intent or gross negligence.
- 1.3.4 The following shall apply to the costs of return transport and transfer costs in the event of illness with the coronavirus (COVID-19):
- a) The costs for the return transport of an insured person will be covered if this is medically necessary and medically ordered and takes place to the official residence of the insured person or to a suitable hospital that is nearest to this residence.
  - b) If an insured person dies during the trip abroad, the transfer costs will be covered. Transfer costs are the direct costs of transferring the body of an insured person to the official residence of the insured person known to the insurance company.
  - c) At the request of the surviving dependants of the insured person, the insurer shall alternatively also cover the costs of a burial on site, up to the amount of the expenses that would have been incurred in the event of a transfer.
  - d) If, after restoration of transportability, the insured person objects to medical repatriation to the official residence or to the nearest suitable hospital at the official residence, the obligation of the insurer to provide benefits shall end on the day of the objection by the insured person.
- 1.3.5 The insurer will cover the costs of a PCR test in the country of travel if, following an official body temperature check at the destination airport, the insured person has to undergo a PCR test due to abnormal values, or if the PCR test is ordered by a doctor. From the time the test is taken until the time the test result is obtained, the insurer will additionally cover the costs of conventional Mouth and nose masks up to EUR 25.

1.3.6 The insurer shall bear the costs of a PCR test upon return to the country of residence of the insured person, provided that the country of travel, after commencement of the journey, has been declared a risk area by either the Federal Foreign Office, an official authority of the federal state in which the insured person is resident or an equivalent authority in the home country of the insured person, and a PCR test is necessary to avoid a longer quarantine.

#### 1.4. Exclusions

There shall be no obligation to perform:

- 1.4.1 In the event of a medical condition known in advance which was known to the insured person at the start of the trip. This includes in particular medical conditions, due to which the insured person:
- a) had hospitalisation during the previous 12 months.
  - b) Expects test results or is on the waiting list for an operation, consultation or examination.
  - c) Has started to take medication or has changed medication or started treatment within the last three months.
  - d) Requires a medical, surgical or psychiatric examination every 12 months or more frequently.
  - e) Has been diagnosed as "incurable" and/or "chronic", unless there is an unexpected worsening of a pre-existing chronic or incurable disease.
- 1.4.2 When travelling against the advice of a practicing doctor.
- 1.4.3 For illnesses and their consequences as well as for the consequences of accidents caused by acts of war or civil unrest. However, insurance cover will be provided and service will be offered if the event occurs unexpectedly after the start of the journey. The insurance cover will expire at the end of the seventh day after the start of the event. The consequences of active participation in one of such events shall be excluded from insurance cover.
- 1.4.4 In areas for which the Federal Foreign Office (or the respective official agency of the country in which the insured person's place of residence is located) has officially issued a travel warning at the time of commencement of the trip, there is in principle no insurance cover. However, costs directly related to a COVID-19 illness will be covered under this contract within the normal scope of insurance. However, insurance cover will be provided and service will be offered if an event that led to a travel warning occurs unexpectedly after the start of the trip. Countries with advice against all travel remain excluded from insurance cover.
- 1.4.5 For knowingly and/or intentionally induced illnesses and accidents including their consequences as well as for withdrawal and weaning treatments.
- 1.4.6 For spa and sanatorium treatments as well as for rehabilitation measures.
- 1.4.7 For outpatient treatment in a spa or sanatorium.  
The restriction shall not be waived if, during a temporary stay, medical treatment is required due to a medical condition independent of the purpose of the stay.
- 1.4.8 For scientifically unrecognised examination or treatment methods and medicinal products.
- 1.4.9 For illnesses, the treatment of which abroad was the sole reason or one of the reasons for the trip.
- 1.4.10 For hazards of nuclear energy or other ionising radiation.
- 1.4.11 For damages caused by attempted suicide and its consequences as well as by completed suicide.
- 1.4.12 For damages caused by the insured person through or during the deliberate execution of a criminal offence or the deliberate attempt to commit a criminal offence.
- 1.4.13 Medical repatriations to a country outside the European Economic Area and Switzerland shall be excluded.
- 1.4.14 We do not cover any medical treatment costs or medical care for diseases that cannot be attributed to the Covid 19 disease.



## **1.5. Sum insured**

The insurer shall be liable up to a maximum indemnification of EUR 100,000.

## **1.6. Rights in the event of damage**

### **1.6.1 Claims against third parties:**

If, in connection with the insured event, the insured person has claims for damages of a non-insurance-related nature against third parties, the insured person will be obliged, notwithstanding the statutory subrogation in accordance with § 86 VVG, to assign these claims to the insurer in writing up to the amount of the reimbursement of costs under the insurance contract. If the insured person waives such a claim or a right serving to secure such claim without the consent of the insurer, the insurer shall be released from the obligation to provide benefits to the extent that he could have demanded compensation from such claim or right.

1.6.2 Claims to insurance benefits may neither be assigned nor pledged.

## **1.7. Obligations in the event of damage**

1.7.1 Any hospital treatment must be notified to the insurer immediately after commencement of the treatment using the contact details listed in Clause VII of the General Conditions.

1.7.2 Damage shall be kept to a minimum and unnecessary costs shall be avoided.

1.7.3 At the request of the insurer, the insured person shall provide any information necessary to determine the insured event or the insurer's obligation to pay benefits and the scope thereof.

1.7.4 At the request of the insurer, the insured person shall be obliged to have himself/herself examined by a doctor appointed by the insurer.

1.7.5 In addition, the insured person shall be obliged to enable the insurer to obtain necessary information (in particular to release the treating physicians from their duty of confidentiality).

1.7.6 If a contractual obligation to be fulfilled with regard to the insurer is intentionally breached, the insurer will be released from the obligation to pay benefits. In the event of a grossly negligent breach of an obligation, the insurer will be entitled to reduce the benefit in proportion to the severity of the fault. If it can be proven that the obligation was not violated due to gross negligence, the insurance cover will remain in force. The insurance cover shall also remain in force if it can be proven that the breach of the obligation was not the cause of either the occurrence or establishment of the insured event nor of the establishment or scope of the benefit. The knowledge and fault of the insured person shall be equivalent to the knowledge and fault of the policyholder.

## **1.8. Subsidiarity**

If there is an entitlement to benefits from health, accident or pension insurance, to statutory curative care, accident care or to benefits by another party liable to pay compensation, the insurer will only be liable to pay benefits for the amount in excess of the indemnifier's obligation to pay for the necessary expenses.

If there is a claim against third parties, the insured person will receive an advance payment from the insurer.

## **2. Quarantine cost insurance within the framework of the "Travel Care Basic" insurance**

### **2.1. Object of contract**

The object of the quarantine cost insurance is the insurance cover described below for the holder of the insurance package.

### **2.2. Insured damage events**

Insurance cover exists for the following damage events:

- 2.2.1 Following an official body temperature check at the destination airport, the insured person is prevented from entering the country of travel due to abnormal values.
- 2.2.2 The insured person became infected with the coronavirus (COVID-19 incl. variations) after commencing the trip.
- 2.2.3 The insured person must enter an officially ordered quarantine in the country of travel due to an actual or suspected infection with the coronavirus (COVID-19 incl. variations) and for this reason cannot return to the country of his or her official residence at the planned time.
- 2.2.4 The insured person or co-insured person is affected by a Covid-19 infection and as a result is no longer fit to travel or cannot reasonably be expected to complete the trip as planned after general life experience. The insurance benefits described in 2.3.7 shall exclusively apply to this claim.

### **2.3. Scope of insurance**

- 2.3.1 Any insurance benefit has to be agreed with us in advance by telephone. Costs not reported to us in advance will not be covered.
- 2.3.2 If necessary, the insurer will reimburse the costs of additional means of transport in the country of travel which arise as a consequence of an insured damage event. The costs of public transport, rental cars and taxis up to EUR 250 will be reimbursed.
- 2.3.3 If a flight has to be rebooked as a result of an insured damage event, the insurer will reimburse the insured person for any rebooking fees incurred up to an amount of EUR 50.
- 2.3.4 If a return journey on a Lufthansa Group flight is not possible within 72 hours due to unavailability, the insurer will reimburse the costs of a return ticket with another airline up to an amount of EUR 500.
- 2.3.5 The insurer will reimburse the accommodation costs of an extended stay due to quarantine as well as additional accommodation costs including meals due to quarantine up to 175 EUR /night and up to a maximum of 14 nights. The insurer will only pay for additional accommodation costs that are not covered by third parties (e.g. tour operators or authorities that have ordered a lockdown). The price of the accommodation booked for this additional accommodation must not differ significantly from the previously booked accommodation.
- 2.3.6 The insurer will reimburse cancellation fees or the actual costs of unused accommodation such as hotel rooms as well as missed excursions and events if these cannot be used due to quarantine. In order to be eligible for this service, reimbursement from the accommodation and excursions/events providers must be excluded. In the event of an incomplete reimbursement, we will reimburse the difference between the actual booking costs and the refund made. Our service is limited to EUR 175 /night and up to a maximum of 14 nights for accommodation and EUR 200 for excursions and events. The costs for excursions and events will only be refunded if these excursions and events have taken place.
- 2.3.7 In the event of a claim in accordance with 2.2.4, we will reimburse the return travel costs as well as any other additional costs that can be proven to have arisen due to an interruption of the journey, provided that arrival and departure are made by using Lufthansa Group flights;

this shall also apply in the event of subsequent return.

When reimbursing these costs, the type and class of the means of transport, accommodation and meals will be based on the quality booked. If, in contrast to the booked journey, the return journey by air is required, only the cost of an "Economy"-seat will be reimbursed.

Medical expenses, costs for accompanying persons as well as costs for the repatriation of a deceased insured person shall not be covered.

- 2.3.8 Our total performance for all services under sections 2.3.2 to 2.3.7 is limited to EUR 3,500 per trip.

## **2.4. Exclusions**

- 2.4.1. In areas for which the Federal Foreign Office (or the respective official agency of the country in which the insured person's place of residence is located) has officially issued a travel warning at the time of commencement of the trip, there is in principle no insurance cover. However, costs directly related to a COVID-19 illness will be covered under this contract within the normal scope of insurance. However, insurance cover will be provided and service will be offered if an event that led to a travel warning occurs unexpectedly after the start of the trip. The insurance cover will expire at the end of the seventh day after the travel warning has been issued. Countries with advice against all travel remain excluded from insurance cover.
- 2.4.2. The insurer will be released from the obligation to provide benefits if the insured event was foreseeable for the insured person at the start of the journey or was deliberately brought about by the insured person. If the insured person causes the insured event through gross negligence, the insurer will be entitled to reduce its benefits in proportion to the severity of the fault of the insured person.
- 2.4.3. Travels that are made against the advice of a practising doctor will be excluded from insurance cover.
- 2.4.4. The insurer will only pay for costs which are not covered by third parties (e.g. tour operators or authorities).
- 2.4.5. The insurer shall not be liable for quarantine costs incurred if the holiday country prescribes quarantine after entry for all persons entering the country and if the insured person must have been aware of this fact before commencing the trip.
- 2.4.6. The benefits referred to in 2.3 are based on the local conditions in the holiday destination. The insurer will of course endeavour in every situation to find a solution to the situation of the insured person. However, if a benefit cannot be provided due to local circumstances, our obligation to provide benefits shall not apply.
- 2.4.7. There will be no insurance cover in the event of a concerted state repatriation operation. A concerted state repatriation operation within the meaning of these Terms and Conditions means a state-initiated repatriation of all travellers of one nationality from one or more areas to the country of residence.

## **2.5. Rights in the event of damage**

- 2.5.1. The insured person shall be entitled to exercise his or her rights in the event of a claim.
- 2.5.2. If the reason and amount of the insurer's obligation to pay benefits have been determined, the compensation sum shall be paid within two weeks of receipt of the insurer's notice of payment by bank transfer to a bank account to be specified by the insured person.

## **2.6. Obligations in the event of damage**

- 2.6.1. The insured person shall be obliged:
- a) to notify the insurer without delay of the occurrence of an insured event and to take appropriate measures to minimise the loss,

- b) to provide the insurer with any relevant information requested and provide him with all necessary documents, in particular medical certificates and documents relating to the infectious disease suffered during the holiday,
- c) to release the doctors from their duty of confidentiality with regard to the insured event, insofar as this request can be fulfilled with legal effect.

2.6.2. If a contractual obligation to be fulfilled with regard to the insurer is intentionally breached, the insurer will be released from the obligation to pay benefits. In the event of a grossly negligent breach of an obligation, the insurer will be entitled to reduce the benefit in proportion to the severity of the fault. If it can be proven that the obligation was not violated due to gross negligence, the insurance cover will remain in force. The insurance cover shall also remain in force if the ticket holder proves that the breach of the obligation was not the cause of either the occurrence or the establishment of the insured event nor of the establishment or the scope of the benefit.

## **2.7. Subsidiarity**

If the insured person is entitled to benefits under other insurance policies (e.g. travel cancellation and curtailment insurance in the travel or rental agreement), the insurer will only be liable to pay benefits for the amount in excess of the indemnifier's obligation to pay for the necessary expenses.

## **3. Medical Assistance within the framework of the "Travel Care Basic" insurance**

### **3.1. Object of the Assistance**

The object of the assistance services are the services described below for the for the holder of the insurance package.

### **3.2. Assistance services**

If the ticket holder has any questions regarding health matters abroad or the preparation of a trip, medical professionals will be available to advise the ticket holder.

The consultation includes:

- a) Information and tips on the topics "vaccination" and "tropical medicine".
- b) Information on the nature and spread of diseases in places of travel.
- c) Information and tips on compiling the first-aid kit for specific destinations.
- d) Information and tips on general medical precautions.
- e) Information and tips on identical or comparable medicines abroad.
- f) Information and tips on outpatient and inpatient treatment options abroad.
- g) General counselling of patients at risk abroad.

The doctors and medical staff cannot diagnose or treat diseases over the telephone. The consultation does not replace a necessary visit to the doctor.

The information about the service providers in the medical field is based on the medical requirements of the individual case and on objective criteria (professional qualification, local proximity, technical equipment of the practice, etc.). If possible, at least three providers will be named. Interventions in the medical freedom of therapy will not be made.

## **4. Telemedical assistance within the framework of the "Travel Care Basic" insurance**

### **4.1. Object of the Assistance**

The object of the assistance services are the services described below for the for the holder of the insurance package.

## **4.2. Assistance services**

In case you feel unwell during your trip and are unsure whether you can continue your travel, the insurer offers you the opportunity to talk to a doctor to discuss your symptoms. The doctor will make a diagnosis and make a recommendation for further steps if the symptoms allow it and if it is medically justifiable. Such a diagnosis or recommendation should give you an orientation for the further procedure and offer you and your fellow travellers security for the remaining travel time.

A consultation by the referred doctor is possible in German and English. In English, a consultation can take place around the clock, in German on weekdays (except on public holidays) from 8 a.m. to 9 p.m. Video consultations are only possible in English and can only be booked via the "Doctor Please!" app.

You can take advantage of telemedical assistance by telephone or via app. For a telephone consultation, please call the insurer at the number listed in section VII. The insurer will then arrange an appointment for you and inform you of the time at which you will receive a call back from the doctor.

In the case of telemedical assistance via the "Doctor Please!" app, you can schedule an appointment yourself. The "Doctor Please!" app is available as a free download from the Google Play Store and the Apple App Store. You need an access code for the app, which the insurer will send you. Please note that co-insured dependent children over the age of 18 must set up their own account in this app. The consulting physician can also issue private prescriptions via the app, the costs of which you must pay yourself.

If the doctor during the telemedical assistance determines that your health situation requires a personal visit to a doctor on site to clarify the diagnosis and, if necessary, for further treatment, the telemedical assistance ends. In this case, the doctor arranged by the insurer will recommend that you contact a local medical service provider (doctor, hospital or pharmacy) in order to coordinate further treatment steps with them.

Please note that the insurer does not provide a medical emergency service with this benefit. No immediate treatment or anamnesis is offered. If you have acute symptoms, please always seek local emergency care.

The services of telemedical assistance are limited to telemedical advice for two different diagnoses (illnesses) per trip. For each diagnosis (illness), you can take advantage of telemedical assistance up to two times if necessary.

Telemedical assistance is provided directly by the doctor arranged by the insurer, who is solely responsible for his medical advice.

Within the framework of telemedical assistance, the insurer will not provide any services beyond those described above. With this service, the insurer does not cover the costs of medical treatment or the costs of further medical measures.

## **4.3. Insured sum**

The costs of telemedical assistance are fully covered by the insurer.

## **5. Travel liability insurance within the framework of the "Travel Care Basic" insurance**

### **5.1. Scope of insurance cover**

The insured person is covered by a travel liability insurance for the duration of their travel abroad. However, this cover is preceded by any private liability insurance policy of the affected person, or existing business liability insurance policies or other liability insurance policies through which insurance cover is extended to the insured person.

Insurance cover is governed solely by the agreements defined in the sections below.

The insurer provides the insured person with insurance cover for the case that he is taken to task for damage compensation by a third party due to a damage event that occurred during the validity of the

insurance policy, which resulted in the death, injuries or damages to the health of persons (personal injury) or damages to or the destruction of objects (property damages), and the person is taken to task for these consequences on the basis of statutory liability provisions under private law.

The insurer's obligation to provide benefits consists of reviewing the question of liability, payment of compensation and defence against unsubstantiated claims.

## **5.2. Damages to rented items**

This includes the statutory liability from damages to living quarters and rooms in buildings rented for other purposes, and all resulting financial losses.

Insurance cover is only extended if the conditions pursuant to section 2 of these insurance conditions are met.

## **5.3. Exclusions**

### **5.3.1. A general exclusion exists for liability claims**

- from damages that did not occur abroad;
- from damages as a result of participation in sports events, sports competition and preparation for the same (training);
- as a result of the insured person's active participation in war events of any kind, civil unrest, demonstrations, strikes, lock-outs, sabotage, terror attacks, assassinations and other criminal acts;
- from damages that were intentionally and/or illegally brought about by the insured person;
- from the hazard of operating or owning any type of vehicle, water and aircraft;
- from damages caused by animals, regardless of whether the insured person was the animal's owner or keeper;
- due to damages on outside items that the insured person rented, leased, borrowed or obtained through prohibited actions, or which were left in his care;
- from damages of any kind that occurred as a result of or during a commercial or professional activity on the part of the insured person;
- by family members of the insured person, relatives on the ascending and descending line, and any accompanying persons;
- between several insured persons who are insured in line with this insurance contract;
- from damages to buildings or building parts, or due to buildings or building parts, regardless of whether they are in the ownership or possession of the insured person or were rented by him. This provision does not apply to hotel establishments;
- from damages that occurred on the basis of the effects of alcohol, drugs, controlled substances, similar substances or medication that was not prescribed by a physician.

### **5.3.2. For damage to rented items, the following liability claims are excluded:**

- wear and tear and excessive use,
- damages to heating, machine, boiler and water heating equipment, as well as electrical and gas equipment,
- glass damages, insofar as the policyholder is able to obtain special insurance for this purpose,
- recourse claims that fall under the recourse waiver based on the agreement of fire insurers in the case of overlapping insured events.

## **5.4. Responsibilities**

5.4.1. An insured event in terms of this contract refers to a damage event that could result in liability claims under private law against the insured person. Each insured event must be immediately reported to the insurer in writing, no later than within one week.

5.4.2. Where preliminary proceedings are commenced or a penalty order or court order are issued, the insured person must immediately make a report to the insurer, even if he has already reported the insured event.

5.4.3. If the damaged party asserts his claims against the insured person, the latter is required to make a report within one week following the assertion of the claim.

5.4.4. If a claim is asserted against the insured person by way of the courts, an application is made for assistance with litigation charges or he is served with a third party notice, he is also required

to immediately file a report with the insurer. The same applies in the case of an arrest, an interim injunction or proceedings for the preservation of evidence.

- 5.4.5. Complying with the instructions of the insurer, the insured person is required to ensure that damages are avoided and reduced where possible, and to do everything that serves to clarify the damages, insofar as this can be reasonably expected from the insured person. He must support the insurer with the defence against damages and the determination of damages and adjustment of a claim, to submit detailed and truthful damage reports, to communicate all facts of the case that are related to the damage event, and to send all written material that in the insurer's opinion is important to the assessment of the damage event.
- 5.4.6. In the event matters proceed to trial regarding the liability claim, the insured person is required to cede the conduct of a case to the insurer, and to provide the lawyer appointed or designated by the insurer with a power of attorney and all intelligence deemed necessary by the same or by the insurer. The insured person is required to appeal court orders or orders issued by administrative authorities for damage compensation in a timely manner without waiting for the insurer's instructions, or to take the required legal remedies.
- 5.4.7. The insurer is deemed authorised to submit all declarations that in his opinion are appropriate to settle or defend against the claim in the insured person's name.
- 5.4.8. If the insured person fails to comply with these obligations, the insurer's benefit is excluded.

## **5.5. Sum insured**

The insurer shall be liable up to a maximum indemnification of EUR 1,000,000.

## **5.6. Subsidiarity**

If the insured person is entitled to benefits under other insurance policies (e.g. other liability policies), the insurer will only be liable to pay benefits for the amount in excess of the indemnifier's obligation to pay for the necessary expenses.

## **6. Travel accident insurance within the framework of the "Travel Care Basic" insurance**

### **6.1. Object of contract**

The object of the travel accident insurance is the insurance cover described below for the holder of the insurance package.

### **6.2. Insured events**

- 6.2.1. The insurer shall provide the insurance benefits listed below in the event of accidents during the insured trip which result in the death or permanent disability of the insured person.
- 6.2.2. Insurance cover is provided worldwide.

### **6.3. Benefits in the event of the death of the insured person**

- 6.3.1. If the accident leads to the death of the insured person within one year, the insurer shall pay an insurance benefit of EUR 50,000 to the heirs. The sum insured is limited to this amount.
- 6.3.2. As soon as the insurer has received the documents to be submitted as proof of the insured event due to the death of the insured person, the insurer shall declare within one month whether and to what extent it recognises a claim.
- 6.3.3. If the insurer recognises the claim, the insurance benefit will be paid within two weeks of receipt of the insurer's payment notification by bank transfer to a bank account to be specified by the insured person.

### **6.4. Benefits in the event of disability of the insured person**

- 6.4.1. The prerequisites for benefits are:
- a) the insured person is permanently impaired in his physical or mental functioning as a result of the accident (disability) **and**
  - b) the disability has occurred within one year of the accident and has been established in writing by a doctor within a further three months at the latest and has been claimed from

the insurer.

6.4.2. The insurance benefit for disability is limited to a maximum of EUR 100,000 and is granted on the basis of the degree of disability caused by the accident.

In the event of loss or complete functional incapacity of the following body parts or sensory organs, only the degrees of disability specified here apply.

Affected body part / sensory organ	Degree of disability
Arm	70%
Arm up to above the elbow joint	65%
Arm below the elbow joint	60%
Hand	55%
Thumb	20%
Index finger	10%
Other finger	5%
Leg above middle of the thigh	70%
Leg up to the middle of the thigh	60%
Leg up to below the knee	50%
Leg up to middle of lower leg	45%
Foot	40%
Big toe	5%
Other toe	2%
Eye	50%
Hearing in one ear	30%
Sense of smell	10%
Sense of taste	5%

In the case of partial loss or partial functional impairment, the corresponding part of the of the above degrees of disability shall apply.

6.4.3. For other parts of the body or sensory organs, the degree of disability is determined by the extent to which the normal physical or mental capacity is permanently impaired overall. The benchmark is an average person of the same age and sex.

The assessment is made exclusively on the basis of medical aspects.

6.4.4. If there is a previous disability (if affected body parts or sensory organs were already permanently impaired before the accident), the degree of disability is reduced by this previous disability.

6.4.5. Several body parts or sensory organs may be impaired by an accident.

In this case, the degrees of disability determined in accordance with the above provisions are added together. However, more than 100% will not be considered.

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

6.4.7. If the insured person dies for reasons unrelated to the accident within one year of the accident or - regardless of the cause - later than one year after the accident and a claim for disability benefits had arisen in accordance with 6.4, benefits shall be paid in accordance with the degree of disability that would have been expected on the basis of the most recent medical findings.

6.4.8. The disability benefit is paid as a lump sum from the sum agreed for the insured event.

6.4.9. The calculation of the benefit is based on the sum insured and the degree of disability.

## 6.5. Further provisions for benefits in the event of disability of the insured person

6.5.1. No disability benefit may be claimed within one year of the occurrence of the accident before the completion of the medical treatment.

6.5.2. As soon as the insurer has received the documents to be submitted on the completion of the medical treatment necessary for the assessment of the disability, the insurer will declare within three months whether and to what extent it will accept the claim.

6.5.3. If the insurer accepts the claim, the insurance benefit will be paid within two weeks.

6.5.4. The insured person and the insurer are entitled to have the degree of disability reassessed by a doctor annually, for a maximum of three years after the accident. This right must be exercised by the insurer with a declaration and by the insured person within one month of receipt of this declaration. If the final assessment results in a higher disability benefit than the one already paid by the insurer, the additional amount is subject to interest at 5% per annum.



## **6.6. Exclusions**

- 6.6.1. Accidents which occur to the insured person during the intentional or attempted execution of a criminal offence are not insured.
- 6.6.2. Accidents suffered by the insured person as a result of impaired consciousness, strokes, epileptic seizures or other seizures affecting the entire body of the insured person are not insured.
- 6.6.3. Accidents caused by alcohol or narcotic-induced disorders of consciousness are not insured.
- 6.6.4. Accidents caused directly or indirectly by events of war or civil war are not insured.
- 6.6.5. Accidents suffered by the insured person as a result of participation in races with motor vehicles are not insured.
- 6.6.6. Damage to intervertebral discs as well as bleeding from internal organs and cerebral haemorrhages is not insured.
- 6.6.7. Damage to health caused by curative measures or interventions on the body of the insured person is not insured. Radiodiagnostic and radiotherapeutic measures are also deemed to be curative measures or interventions.
- 6.6.8. Infections are not insured. Exceptions to this are infections with rabies, tetanus, pathogens which have not entered the body through minor accidental injuries or infections through tick bites.
- 6.6.9. Poisoning as a result of ingesting solid or liquid substances is not insured.

## **6.7. Conditions for the insurance benefit**

- 6.7.1. After the occurrence of the insured event, the insured person is obliged to:
  - a) report the damage to the insurance service immediately (without culpable delay), at the latest, however, within 30 days from the date of the damage; **and**
  - b) to report the disability within one year by submitting the decision of the authority responsible for determining the degree of disability, **and**
  - c) to authorise the treating or assessing doctors, other insurers and authorities to provide the insurer and the doctors appointed by the insurer with all necessary information, to submit original receipts and, in the event of death, to submit the death certificate. In the event that the insured person has died himself, the rights and obligations shall pass to the heirs of the insured person.
- 6.7.2. If the insured person fails to comply with these obligations, the insurer's benefits are excluded.

## **6.8. Obligations after the occurrence of an insured event**

- 6.8.1. The insured person must be examined by the doctors appointed by the insurer. The insurer shall bear the necessary costs for this.
- 6.8.2. If the insured person fails to comply with these obligations, the insurer shall not pay any benefits.



## Data Protection Information according to Art. 13 GDPR

We would hereby like to inform you about certain aspects of the processing of your personal data within the framework of the group insurance contract under which you are insured as an insured person and in respect of which insurance cover (including assistance services, if applicable) is provided by Inter Partner Assistance S.A. Please note that if we have to process your health-related data, we will need your consent for this. In such a case, we will ask you separately for your consent to the collection and use of health data and for a declaration of release from the confidentiality obligation.

### 1. Data Controller

The data controller for the processing of your personal data is Inter Partner Assistance S.A., Avenue Louise 166, 1050, Brussels (Belgium), represented by its general manager.

### 2. Legal bases and purposes of data processing and categories of recipients of personal data

The processing of your personal data is based on the provisions of the General Data Protection Regulation (GDPR), the German Data Protection Act as well as the data protection requirements of other laws, in particular, but not limited to, the German Insurance Contract Act.

In certain cases, the legal basis for the processing of your personal data is your express consent within the meaning of Art. 6 Sect. 1 a) GDPR, insofar as it has been given to us. This will in particular be the case, if we have to process data concerning health. In this case, we will obtain your consent to the processing of such data and to the release from the duty of confidentiality.

In other cases, we process your personal data for the purpose of implementing and processing the rights and obligations arising from the group insurance contract (including any assistance services provided for therein) in accordance with Art. 6 Sect. 1 b) GDPR. These data are partly provided to us by the policyholder of the group insurance contract and partly by you yourself in the event of a claim.

In some cases, we process your data on the basis of a legal obligation within the meaning of Art. 6 Sect. 1 c) GDPR. This concerns, for example, obligations arising from commercial and tax law regulations with regard to the storage of data, from requirements to combat money laundering or from our duty to provide advice. If we wish to process your data on a legal basis other than one of the aforementioned, we will inform you separately in advance.

In exceptional cases, we will process your data to protect your vital interests in accordance with Art. 6 Sect. 1 d) GDPR.

Finally, in some cases we will process your data on the basis of legitimate interests of ourselves or third parties within the meaning of Art. 6 Sect. 1 f) GDPR. This is possible in particular in the following cases:

- for marketing purposes
- for opinion surveys
- for the prevention and investigation of criminal offences
- to guarantee our IT security and IT operations
- for risk management within the company and the AXA Group as a whole
- for business management and further development of processes, services and products as well as
- to compile insurance-specific statistics (e.g. for the creation of new tariffs) or to meet regulatory requirements.

If we process your data on the basis of legitimate interests, you will have the right to object to this data processing at any time for reasons arising from your particular situation.

The data are processed and transmitted for the purpose of implementing the group insurance contract including any assistance services that may be contained therein (hereinafter referred to as "group insurance contract") (i.e., for example, to check whether and to what extent an insured event has occurred) as well as for complying with recording, information and reporting obligations, insofar as this is necessary due to legal obligations in each case, including computer-aided creation and archiving of text documents (such as correspondence, for example) in these matters.

There will be no automated decision making and profiling.

If you apply for insurance coverage, it is necessary to provide your personal data in order to assess the risk to be insured. If an insurance relationship is established, we process your data for the purpose of implementing this contractual relationship, for example, for policy issuance. And in the event of a claim or loss, we process the data in order to verify the occurrence of the insured event, to determine the loss and to be able to grant you the contractual insurance coverage, if necessary.

When we request personal data, we will inform you in each case whether this is necessary for the implementation of the insurance cover. This will regularly be the case if the provision of personal data is included in your obligations under the insurance contract. Without these data, we will generally not be able to offer insurance cover nor to provide assistance services.



### **3. Categories of recipients of the personal data**

A transfer of the relevant data in the respective individual case can be made on the basis of the legal provisions or contractual agreement to the following parties:

- tax office;
- Authorities, in particular supervisory authorities;
- Courts and law enforcement agencies;

In addition, personal data may also be transferred to the following recipient categories on the basis of contractual agreements:

- Insurance intermediaries or brokers, if you are serviced by such an intermediary or broker with regard to your insurance contracts
- banks;
- external service providers and postal services;
- legal counsel;
- reinsurers;
- policyholders of the group insurance contract under which you are insured as an insured person;
- other companies of the AXA Group, such as AXA Assistance Deutschland GmbH and Inter Partner Assistance Service GmbH.

### **4. Transfer of data to third countries**

If we transfer personal data to service providers outside the European Economic Area, the transfer will only take place if the third country has been confirmed by the Commission of the European Union as having an adequate level of data protection or other appropriate data protection guarantees (e.g. binding internal company data protection regulations or EU standard contractual clauses). If you are located in a third country outside the European Economic Area and if you commission us from there to provide insurance or assistance services, we may also transfer personal data, including your health data, to service providers in that country for the purpose of providing and organising our services if you have given us your consent to do so and even in such cases where this is necessary to protect your vital interests or the vital interests of another insured person although you or the other insured person is physically or legally unable to give such consent.

### **5. Storage period**

We will only store your personal data for as long as necessary to fulfil the purposes described above. We may also retain personal data for the time during which claims can be made against us (legal limitation periods of three to thirty years are possible). Finally, we will store your data insofar as we are legally obliged to do so due to corresponding proof and storage obligations, for example due to commercial or tax law regulations or due to the requirements of money laundering law. The storage period can exceed 10 years.

### **6. Your rights**

You have the right to request information about the personal data relating to yourself and to have your data corrected or - under certain conditions defined by law - deleted or the processing restricted. You also have a right to receive the data you have provided in a structured, common and machine-readable format.

You have the right to object to the processing of your personal data for direct marketing purposes.

In addition, you have the right to object at any time, for reasons arising from your particular situation, to the processing of personal data relating to you if such processing is based on the protection of legitimate interests.

If you would like to know what information we hold about you, or if you have other questions or concerns in connection with the use of your data, please contact us.

You can reach us at the following contact details:

#### **Inter Partner Assistance S.A.**

Avenue Louise 166  
1050, Brussels (Belgium)

You can contact our Data Protection Officer by post at Inter Partner Assistance S.A., for the attention of the Data Protection Officer, Avenue Louise 166, 1050, Brussels (Belgium) or by e-mail at

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

Our data protection officer will also be available to answer your questions regarding this declaration.

If you believe that the processing of your personal data violates data protection regulations, you can complain to the above-mentioned data protection officer or a supervisory authority.

The contact details of the competent supervisory authority are as follows:

**Data Privacy Authority**  
**Autorité de protection des données**  
**Gegevensbeschermingsautoriteit**  
Rue de la presse 35  
1000 Brussels

Tel.: **+32 (0)2 274 48 00**  
Fax: **+32 (0)2 274 48 35**  
E-Mail: **[contact\(at\)apd-gba.be](mailto:contact(at)apd-gba.be)**