

INSURANCE CONFIRMATION FOR CONTRACT NO. DE410000365

The authorized holder of this insurance confirmation (insured person) is insured via the policyholder, TUI Deutschland GmbH, under the following insurance conditions. TUI Deutschland GmbH assumes the insurance premium as the policyholder of the group insurance contract. No premium is due for the insured person who benefits from the services of this insurance coverage.

Exclusion of CDW Deductible Passenger Car for one *trip* AVB 22

COVERAGE	WHEN IT APPLIES COVERAGE SUMMARY	MAXIMUM BENEFIT
Exclusion of CDW Deductible	<p><i>Your rental vehicle company charges you an excess / deductible if your rental vehicle is damaged or stolen while during your scheduled rental period.</i></p> <p>The sum insured must be commensurate with the agreed deductible for the collision damage insurance of your <i>rental vehicle agreement</i>.</p>	3,000 € per rental period

The above is only a brief description of the coverage available under *your* policy. Terms, conditions, and exclusions apply to all coverages. Please carefully review this document for complete details. The definitions of the terms in the Definitions section of the policy will also apply to those terms when used in this Coverage Summary.

Important Notices

- **Insurer:** We, AWP P&C S.A., Branch Office Germany are *your* insurer. *Our* main business activity is the insurance of goods and services, including travel insurance.
- **Mode of travel:** valid for rental vehicle bookings
- **Area of application:** world
- **Insured duration of travel:** see *rental vehicle agreement* / travel confirmation / booking confirmation. The insurance applies for the duration of the rental; a maximum of 90 days is possible.
- **Insurance cover is only provided for the insured person(s) named in the *rental vehicle agreement* or in the travel / booking confirmation.**
- To make *your* documents easier to read, we use the masculine form when referring to people. *We* always mean all genders.

OUR PROMISE TO YOU

Answers to *your* questions

You can find detailed information about travel and travel insurance online at allianz-reiseschutz.de/Hilfe-und-Service. For quick answers to many concerns and questions about *your* insurance benefits, *our* chatbot is also available there at any time. Alternatively, *you* can use one of the contact forms provided there to send *us your* request directly.

Registering a claim

Quite simply and quickly online at allianz-reiseschutz.de/versicherungsfall or via letter

COMPLAINTS & APPLICABLE LAW

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: +49.89.6 24 24-460

by email: beschwerde-reise@allianz.com

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 allianz-reiseschutz.de/beschwerde

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

Versicherungsombudsman e. V., post office box 08 06 32, D – 10006 Berlin

Telephone: 0800.3 69 60 00, Fax 0800.3 69 90 00

Email: beschwerde@versicherungsombudsman.de

You can find further information at: www.versicherungsombudsman.de

For complaints about any insurance line, *you* can also contact the competent supervisory authority:

Bundesanstalt für Finanzdienstleistungsaufsicht / German Federal Financial Supervisory Authority (BaFin), Graurheindorfer Straße 108, D – 53117 Bonn (www.bafin.de).

Please note that this does not affect *your* right to take legal action.

Applicable law

The contractual relationship, including our pre-contractual relationship, is subject to 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.

DATA PROTECTION POLICY

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 datenschutz-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 frame-work 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 employees from 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.

INFORMATION FOR CONTRACTS IN ELECTRONIC COMMERCE

If *you* have purchased *your* insurance contract electronically (e.g. via an online portal), the following information applies:

I Can entries that have been made be changed before the insurance is concluded?

If *you* are unsure whether *you* have entered correct information everywhere, *you* can check and change *your* details at any time before concluding the insurance. *You* can also use the "Back" button to edit previous steps.

II Which technical step leads to the conclusion of the contract?

We will guide *you* step by step to the online conclusion. On the page "payment" *you* will see a summary of *your* details in the right-hand column. Please check that all data is correct. The insurance policy itself is only arranged when *you* click on the button "Pay XX,XX EUR". With this *you* conclude a binding contract with *us* and the data is transmitted to *us*.

III Will your contract data and the text of the contract be stored after the conclusion of the contract?

The contract data *you* entered and the text of the contract will be stored by *us*. *You* will receive the insurance certificate with the essential elements of the contract by email after the insurance has been arranged.

IV Which languages are available?

This offer is available in German.

INSURANCE INFORMATION AND CONDITIONS

WHO WE ARE

The insurance benefits are provided by AWP P&C S.A. in accordance with the following insurance conditions. Verbal agreements are invalid. The insurance service descriptions documented in the *rental vehicle agreement* or travel / booking confirmation are decisive for the scope of insurance.

AWP P&C S.A.

Branch Office Germany

Bahnhofstraße 16

D – 85609 Aschheim (near München)

CEO: Carsten Staat

Registry Court: Munich HRB 4605

USt.-IdNR.: DE 129274528

AWP P&C S.A.

Joint Stock Company under French Law

Location: Saint-Ouen (France)

Commercial Register: R.C.S. Bobigny 519 490 080

Chairman of the Board: Thomas Kunzmann

ABOUT THIS POLICY

The insurance conditions describe the range of insurance coverage. Please read them carefully. *We* have tried to make them simple and easy to understand while also clearly describing the terms and conditions of *your* coverage. If *you* have any questions, please do not hesitate to contact *us*. Visit *us* online or give *us* a call using the contact information listed in Coverage Summary.

You will notice that some words are italicized. These words are defined in the “Definitions” section. Words that are capitalized refer to the document and coverage names found in this policy. Headings are provided for convenience only and do not affect *your* coverage in any way.

WHAT THIS POLICY INCLUDES AND WHOM IT COVERS

This insurance policy covers only the sudden and unexpected specific situations, events, and losses included in this policy, and only under the conditions described. Please review this policy carefully.

NOTE:

Not every loss is covered, even if it is due to something sudden, unexpected, or out of *your* control. Only those losses meeting the conditions described in this General Provisions and Conditions document may be covered. Please refer to the General Exclusions section of this document for exclusions applicable to *your* coverages.

WHAT'S INSIDE

DEFINITIONS	3
WHEN YOUR COVERAGE BEGINS AND ENDS	4
DESCRIPTION OF COVERAGES	4
A. EXCLUSION OF CDW DEDUCTIBLE	4
GENERAL EXCLUSIONS	5
CLAIMS INFORMATION	6
GENERAL PROVISIONS AND CONDITIONS	7

DEFINITIONS

Throughout this policy, words and any form of the word appearing in italics are defined in this section.

Computer system	Any computer, hardware, software, or communication system or electronic device (including but not limited to smart phone, laptop, tablet, wearable device), server, cloud, microcontroller, or similar system, including any associated input, output, data storage device, networking equipment, or backup facility.
Cyber-risk	Any loss, damage, liability, claim, cost, or expense of any nature directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with, any one or more instances of any of the following: <ol style="list-style-type: none"> 1. Any unauthorized, malicious, or <i>illegal act</i>, or the threat of such act(s), involving access to, or the processing, use, or operation of, any <i>computer system</i>. 2. Any error or omission involving access to, or the processing, use, or operation of any <i>computer system</i>. 3. Any partial or total unavailability or failure to access, process, use, or operate any <i>computer system</i>. 4. Any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any data, including any amount pertaining to the value of such data.
Epidemic	A contagious disease recognized or referred to as an epidemic by a representative of the World Health Organization (WHO) or an official government authority.
Illegal act	An act that violates law where it is committed.
Mechanical breakdown	A mechanical or electrical issue, which prevents the vehicle from being driven normally, including a flat tire, or running out of fluids (except fuel).
Pandemic	An <i>epidemic</i> that is recognized or referred to as a pandemic by a representative of the World Health Organization (WHO) or an official government authority.
Political risk	Any kind of events, organized resistance or actions intending or implying the intention to overthrow, supplant or change the existing ruler or constitutional government, including but not limited to: <ul style="list-style-type: none"> • Nationalization. • Confiscation. • Expropriation (including Selective Discrimination and Forced Abandonment). • Deprivation. • Revolution. • Rebellion. • Insurrection. • Civil commotion assuming to proportion of or amounting to an uprising. • Military and usurped power.
Primary residence	Your permanent, fixed home address for legal and tax purposes.
Rental vehicle	An automobile or other vehicle designed for use on public roads that <i>you</i> have rented for the period of time shown in a <i>rental vehicle agreement</i> for use on <i>your trip</i> during <i>your scheduled rental period</i> Exclusions apply: Please refer to the General Exclusions section of this document for details.
Rental vehicle agreement	The contract issued to <i>you</i> by the rental vehicle company that describes all of the terms and conditions of renting a <i>rental vehicle</i> , including <i>your</i> responsibilities and the responsibilities of the rental vehicle company.
Scheduled rental period	The date(s), during which <i>you</i> will be renting the <i>rental vehicle</i> to use for <i>your trip</i> , as shown on <i>your rental vehicle agreement</i> .
Terrorist event	An act, including but not limited to the use of force or violence, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s), which constitutes terrorism as recognized by the government authority or under the laws of <i>your</i> country of residence and is committed for political, religious, ethnic, ideological or similar purposes, including but not limited to the intention to influence any government and/or to put the public, or any section of the public, in fear. It does not include general civil disorder or unrest, protest, rioting, <i>political risk</i> , or acts of war.
Traffic accident	An unexpected and unintended traffic-related event, other than <i>mechanical breakdown</i> , that causes <i>injury</i> , property damage, or both.
Trip	Your travel to, within, and/or from a location away from <i>your primary residence</i> , using a <i>rental vehicle</i> during <i>your scheduled rental period</i> .
We, Us, or Our	AWP P&C S.A., Branch Office Germany.
You or Your	Authorized holder of this insurance confirmation.

WHEN YOUR COVERAGE BEGINS AND ENDS

Coverage is only provided for losses that occur while *your* insurance coverage is in effect and during *your scheduled rental period* as shown on the *rental vehicle agreement*.

You must have been included in the insurance coverage prior to *you* or any driver listed in the *rental vehicle agreement* first taking possession of the *rental vehicle* at the beginning of the *scheduled rental period* as shown on the *rental vehicle agreement*.

The insurance coverage begins with the handover of the *rental vehicle*.

Your insurance coverage ends on the coverage end date shown on *your rental vehicle agreement*. Additionally, *your* insurance coverage will end on the earliest of:

1. When *you* return *your rental vehicle* to the *rental vehicle* owner or *rental vehicle* company;
2. At 23:59 on the 90th day of the duration of *your rental vehicle agreement*.

However, if *your scheduled rental period* is unavoidably extended due to a *covered damage to your rental vehicle*, we will extend *your* coverage period of this policy until the day *you* return *your rental vehicle* to the *rental vehicle* owner or *rental vehicle* company.

Please note that this *policy* applies for a specific *trip* during the *scheduled rental period* and cannot be renewed.

DESCRIPTION OF COVERAGES

In this section, we will describe the many different types of insurance coverages, which are included in this policy. We explain each type of coverage and the specific conditions that must be met for the coverage to apply. **Please note that exclusions listed in descriptions of individual insurance covers and in the General Exclusions section may apply. Please refer to the General Provisions section for additional information about *your* duties and obligations.**

IMPORTANT: Coverage provided in this policy does not replace any vehicle coverage mandated by law.

A. EXCLUSION OF CDW DEDUCTIBLE

If *your rental vehicle* is stolen or damaged during the *scheduled rental period*, as shown on the *rental vehicle agreement*, and while on *your trip*, we will pay *you* up to the maximum benefit listed for Exclusion/Reduction of CDW Deductible in *your* Coverage Summary for:

- i. The specified excess, deductible or damage liability fee *you* are liable to pay under *your rental vehicle agreement*.
In the case of a German *rental vehicle*, we do not reimburse VAT if the rental vehicle company is entitled to deduct input tax. We reimburse the repair costs net.

The following conditions apply:

- a. If the *rental vehicle* is damaged while being operated, the driver at the time the damage occurs must be listed on the *rental vehicle agreement*;
- b. *You* must have been included in the insurance coverage prior to *you* or any driver listed in the *rental vehicle agreement* first taking possession of the *rental vehicle* at the beginning of the *scheduled rental period* as shown on the *rental vehicle agreement*.

The following obligations apply:

- a. *You* must complete and sign a form provided by the *rental vehicle* company documenting all existing damage to the *rental vehicle* at the start of the *scheduled rental period*;
- b. *You* must report the damage to the *rental vehicle* company no later than when *you* return the *rental vehicle*; and
- c. If the *rental vehicle* is stolen, *you* must promptly notify the police.

The consequences of a breach of obligation can be found in the General Provisions section.

The following exclusion applies:

Damages (including, but not limited to tears and spills) to the interior of *your rental vehicle* caused by *you* or a person or an animal travelling with *you* are not covered, unless such damages are a result of a *traffic accident* resulting in damage to the *rental vehicle*.

IMPORTANT: Please note that General Exclusions apply.

GENERAL EXCLUSIONS

This section describes the General Exclusions that apply to all coverages under these insurance terms and conditions, in addition to the specific exclusions outlined for each coverage, and including any exclusions outlined in the Definitions section. An “exclusion” is something that is not covered by these insurance terms and conditions, and therefore no payment or service would be available.

This policy does not provide coverage for any *rental vehicles* that are:

1. *Rental vehicles* used for peer-to-peer car sharing.
2. Trucks or moving vans.
3. Campers, trailers, or recreational vehicles.
4. Snowmobiles, kit-cars, or all-terrain vehicles.
5. *Rental vehicles* when used off-road.
6. *Rental vehicles* that seat more than nine persons, including the driver.
7. *Rental vehicles* that do not have to be licensed or are not legal where used.
8. *Rental vehicles* that are rented for commercial or for-hire purposes, including limousines.
9. *Rental vehicles* that have a manufacturer’s suggested retail price of more than 120,000 €.

This policy does not provide coverage for any loss that results directly or indirectly from any of the following general exclusions if they affect *you* or a person travelling in the *rental vehicle* with *you* during *your scheduled rental period*:

1. Any loss, condition, or event that was known, foreseeable, intended, or expected at the time of *your* inclusion in the insurance contract.
2. *Your* intentional self-harm or if *you* attempt or commit suicide.
3. The use or abuse of alcohol or drugs, or any related physical symptoms. This does not apply to drugs prescribed by a *doctor* and used as prescribed.
4. Acts committed with the intent to cause loss.
5. Racing or practicing to race any motorized vehicle.
6. An *illegal act* committed, as ruled by appropriate judicial or law enforcement authorities, by *you* or a person travelling with *you*, while in possession of the *rental vehicle*.
7. An *epidemic* or *pandemic*.
8. Air, water, or other pollution, or the threat of a pollutant release, including thermal, biological, and chemical pollution or contamination.
9. *Nuclear reaction*, radiation, or radioactive contamination.
10. War (declared or undeclared) or acts of war.
11. Military duty.
12. *Political risk*.
13. *Cyber risk*.
14. Civil disorder or unrest.
15. *Terrorist events*.
16. *Acts, travel alerts/bulletins, or prohibitions by any government or public authority*.
17. Ordinary wear and tear or defective materials or workmanship.
18. Any obligation *you* assume under any agreement, except comprehensive *deductible* for damage to the rental vehicle.
19. Violating the *rental vehicle agreement*.
20. Leases.
21. Rental periods longer than 90 consecutive days.
22. *Rental vehicle’s* loss of value.
23. *Mechanical breakdown*.

If *you* have traveled against an order or advice against travel issued by *your* home country’s or *trip* destination’s government or local authority, this policy excludes any loss directly or indirectly resulting from, arising out of, or related to any reason for or subject of such travel order or advice.

This policy does not provide any coverage, benefit, or services for any activity that would violate any applicable law or regulation, including without limitation any economic/trade sanction or embargo.

IMPORTANT: *You* are not eligible for reimbursement under any coverage if the start and end dates of *your scheduled rental period*, as shown in *your* proof of insurance do not match the actual start and end dates, as indicated on *your rental vehicle agreement*.

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 allianz-reiseschutz.de/versicherungsfall.

What do you have to consider when handing over the *rental vehicle* and in the event of a claim regarding the Exclusion of CDW Deductible?

Check the *rental vehicle* for any pre-existing damage and make sure that it is adequately documented. Please report theft and other criminal offences as well as *accidents* on the road immediately to the rental vehicle company and the nearest police station. Get a copy of the police report, including the police accident report, if applicable, or at least a confirmation that you have raised a claim.

In case of damage, please send us the following documents:

- The complete **rental vehicle agreement** and / or booking confirmation.
- For the Exclusion CDW Deductible: The **rental vehicle company's settlement statement** for the deductible, including evidence of the amount of the loss (cost estimate / repair bill).
- Your own **description of the damage** and / or the **certificate of reporting to the police**, if available.
- **Records of hand-over and return.**

Who is the policyholder? Who is the insured person?

The policyholder is listed in the Overview of Benefits and has concluded a group insurance contract with AWP P&C S.A., Branch Office for Germany. This group insurance contract is a uniform insurance contract covering a group of persons. As a participant in the insured rental of the vehicle arranged / organized by the policyholder, *you* are included in this group insurance contract as an insured person. The insured person does not become a party to the contract, but may assert his or her own rights under the insurance contract. The insurance terms and conditions and the data protection policy apply to *you*.

What trip is insured?

For the vehicle rental arranged / organized by the policyholder, insurance cover exists within the agreed area of application.

How can *you* assert claims under the group insurance contract?

In the case of an insured event, *you* as the insured person may assert claims to the insurance benefit and rights associated with the indemnification with *us*. The consent of the policyholder is not required; Section 44 (2) of the Insurance Contract Act does not apply.

What applies to the payment of premium?

The policyholder pays the insurance premiums to the insurer. As the insurer, *we* may not offset claims due under the insurance contract (e.g. premium claims) against *your* claims under the insurance contract; Section 35 of the Insurance Contract Act does not apply.

What are *your* obligations in the event of a claim (general obligations)?

You are required to minimise the loss or damage to the extent possible and avoid unnecessary costs.

You are obliged to notify *us* immediately and describe the insured event (e. g. 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. *You* must provide proof of the damage in the form of original invoices and documents.

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.

Consequences of a breach of obligation: What happens if *you* breach an obligation?

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.

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.

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.

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.

What applies if *you* have claims for compensation against third parties?

If *you* have claims against third parties as a result of the loss event, these shall be transferred to *us*. This applies up to the amount of the payment that *you* have received from *us*, provided *you* are not placed at disadvantage as a result. *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.

The following condition applies:

- a. If *your* claims against third parties have been transferred to *us*, *you* must confirm this to *us* in written form by request.

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

You and *we* must submit notifications and declarations of intent in text form (e. g. letter, fax, e-mail). Insurance agents are not authorized to accept notifications or declarations of intent regarding a claim.

What court in Germany has jurisdiction? What law applies?

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 Germany where *you* are resident at the time of filing the action.

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.

This contract is governed by German law insofar as this is permissible under international law.