

**Terms and Conditions of INTER PARTNER  
Assistance S.A., German Branch, in conjunction  
with the DZ Bank BusinessCard Gold**

---

2025



As of: 07/2025



## Table of Contents

<b>Part A: General Insurance Conditions .....</b>	<b>3</b>
<b>Part B: Special Insurance Conditions .....</b>	<b>8</b>
Special Insurance Conditions for Travel Health Insurance .....	8
Special Insurance Conditions for Travel Accident Insurance .....	11
Special Insurance Conditions for Travel Cancellation and Curtailment Insurance .....	12
Special Insurance Conditions for Rental Car Comprehensive Insurance (Passenger Cars).....	15
<b>Part C: Definitions .....</b>	<b>18</b>
<b>Data protection information in accordance with Article 13 of the GDPR.....</b>	<b>20</b>
<b>Service/Emergency Contact Card .....</b>	<b>22</b>



**Note:**

The following terms and conditions are important documents for you as a BusinessCard Gold cardholder. Their purpose is to explain how the insurance cover is structured and what conditions you need to comply with to be entitled to the insurance benefits. Please keep this document in a safe place.

Your insurance cover forms part of a group insurance contract between DZ BANK AG (hereinafter referred to as the 'Policyholder'), Platz der Republik, 60265 Frankfurt am Main and Inter Partner Assistance S.A., German Branch, Colonia-Allee 10-20, 51067 Cologne (hereinafter referred to as the 'Insurer'). Please pay particular attention to the provisions set out in Part A of the General Insurance Conditions in order to avoid any misunderstandings regarding your insurance cover.

The following companies are responsible for handling assistance and insurance benefits:

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

and

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

Both hereinafter referred to as 'Assistance'.

For you, as the holder of the corporate credit card, AXA Assistance is the direct point of contact for all enquiries regarding the assertion of assistance services and insurance claims. The insurer declares that it accepts responsibility for any statements made to AXA Assistance Deutschland GmbH and Inter Partner Assistance Service GmbH in any form.

The provision of services should be arranged in advance with the emergency call centre, which is available 24 hours a day, 365 days a year, on the telephone number provided below. The rights and obligations of cardholders are set out wherever the text refers directly to the 'cardholder' or the 'insured person'.

Thank you for your trust!

## Part A: General Insurance Conditions

If you have any questions regarding the individual insurance benefits, the scope of insurance coverage or in the event of a claim, please contact our service hotline, which is available 365 days a year, 24 hours a day:

**Telephone number: +49 (0) 69 7447 92500**

or by email: [firmenkreditkarte@axa-assistance.de](mailto:firmenkreditkarte@axa-assistance.de)

### § 1 Information about the insurer

The registered office of the insurer, Inter Partner Assistance S.A., German branch, is at Colonia-Allee 10-20, 51067 Cologne. The company is registered under number HRB 89 668 at the Local Court of Cologne. The company's head office is in Brussels (B-1050) and it is incorporated as an S.A. (Société Anonyme/public limited company).

#### Address for service:

Inter Partner Assistance S.A., German branch, Colonia-Allee 10-20, 51067 Cologne.

The supervisory authority is the Federal Financial Supervisory Authority (BaFin), Graurheindorfer Str. 108, 53117 Bonn.

### § 2 Applicable law

This contract is governed by German law.

### § 3 Language of the Contract

The terms and conditions of the contract and all information shall be provided in German. During the term of the contract, all communication shall be conducted exclusively in German. This document is a translation from original German text. In case of any discrepancies, the German wording will apply.

### § 4 Content of the Contract

The Content of the contract is the insurance cover described in the sections set out below for the holder of a BusinessCard Gold.

### § 5 Start and end of insurance coverage / Additional liability

**5.1** The insurance cover begins with the effective conclusion of the credit card contract and ends upon the termination of the credit card contract.

**5.2** In the event of termination of the credit card during the year, the insurance cover expires at the end of the month in which the notice of termination is given.

**5.3** Insurance cover applies provided that the service used has been paid for in full by credit card (where relevant).

**5.4** Insurance cover is also activated if payment has been made via an online payment service provider by debiting the credit card.

### § 6 Limitation of benefits

**6.1** If a credit cardholder has several credit cards, a claim may only be made based on one card at a time and not based on several cards simultaneously. Insurance benefits from different credit cards shall under no circumstances be combined.

**6.2** If, in the event of a claim, theoretically similar claims arise from several of the insurance benefits specified in the Special part of the Terms and Conditions, the benefit shall be paid once only, up to the amount of the highest benefit. The insurance benefits do not accumulate.

### § 7 Insured Person

**7.1** The insured person is the cardholder of a BusinessCard Gold card, unless otherwise specified in the Special part of the Terms and Conditions.

**7.2** Other employees of the same company (up to a total of five people, including the cardholder) are also insured persons within the meaning of these terms and conditions, provided they book and undertake the trip together with the cardholder. If more than five people, including the cardholder, are travelling, the non-family members listed first on the travel confirmation are deemed to be co-beneficiaries until the total number of five travellers is reached.

**7.3** If the traveller is a BusinessCard Gold holder but is not responsible for booking the trip, the trip may also be booked using a team member's BusinessCard Gold. In the event of a claim, both credit card numbers (that of the traveller and that of the person making the booking) must be provided, along with a brief explanation of the circumstances and informal proof of team membership.

**7.4** Provisions made for the cardholder shall apply mutatis mutandis to third parties who may be entitled to make claims under this insurance contract; if the insurer is released from its obligation to pay benefits to the cardholder, this shall also apply to any co-insured third parties. Insurance claims may not be assigned or pledged prior to their final determination without our express consent.

## **§ 8 Subsidiarity**

The insurance benefits provided hereunder are subsidiary in nature; that is to say, a prerequisite for the provision of a benefit is that a third party (e.g. another insurer or a state benefits provider)

- a) is not obliged to pay or
- b) disputes its obligation to pay, or
- c) has provided benefits, but these were insufficient to cover the costs.

There is therefore no entitlement to benefits under the insurance and assistance modules specified in these insurance terms and conditions insofar as the insured person can claim compensation under a competing insurance contract, whether their own or that of a third party, concluded before or after the conclusion of this contract.

This also applies if these policies themselves contain a subsidiarity clause. Regarding these insurance policies, the present insurance is deemed to be the more specific insurance. However, if the other insurer disputes its obligation to pay in writing, an advance payment shall be made under this contract to that extent. The cardholder must do everything possible and reasonable to assist in ensuring that claims against other insurers can be pursued. The provisions regarding the statutory subrogation of claims remain unaffected.

## **§ 9 Prerequisites for benefit entitlement**

**9.1** The insured person is obliged, following the occurrence of an insured event:

- a) report the loss to the AXA Assistance service and emergency call centre immediately (without undue delay), but no later than 30 days from the date of the loss, **and**
- b) to allow the Assistance provider to carry out any reasonable investigation into the cause and extent of its liability, to provide any information relevant to this, to submit original receipts, to release treating doctors and other insurers from their duty of confidentiality where necessary, and, in the event of death, to submit the death certificate. If the insured person has died, the rights and obligations shall pass to the insured person's heirs.

**9.2** If the insured person fails to comply with these obligations, the insurer's liability is excluded.

## **§ 10 General obligations following the occurrence of an insured event**

**10.1** Following the occurrence of an insured event, the insured person must minimise the loss as far as possible and avoid anything that could lead to an unnecessary increase in costs (duty to mitigate loss), and in the case of a business trip, provide proof (e.g. appointment/order confirmation or, where applicable, employer's confirmation).

**10.2** The cardholder is responsible for providing evidence of family relationships or the existence of a marriage or civil partnership in respect of the co-insured persons.

**10.3** We also wish to inform you that the knowledge and conduct of the insured or co-insured person may be considered, provided that the policyholder's knowledge and conduct are of legal significance.

**Note:** In addition, the respective special obligations relating to the individual insurance benefits listed in Part B must be observed.

## **§ 11 Exclusion of cover in the event of breaches of obligations**

**11.1** If the insured person intentionally breaches any of the above-mentioned obligations, the insurer shall be released from the obligation to pay benefits (subject to the restriction prescribed in Section 28(2)-(4) of the Insurance Contracts Act). In the event of a breach of the obligation due to gross negligence, the insurer is entitled to reduce its benefit in proportion to the severity of the insured person's fault. The insured person must prove the absence of gross negligence.

**11.2** Except in the case of a fraudulent breach of an obligation, the insurer is nevertheless obliged to pay benefits provided that the insured person proves that the breach of the obligation was not the cause of

either the occurrence or the determination of the insured event, nor of the determination or the extent of the insurer's obligation to pay benefits.

**11.3** If the insured person breaches an obligation to provide information or clarification existing after the occurrence of the insured event, the insurer shall only be wholly or partially exempt from liability if it has drawn the insured person's attention to this legal consequence by means of a separate written notice.

**11.4** The insurer shall furthermore be released from the obligation to pay benefits if the insured person fraudulently attempts to mislead the insurer regarding circumstances relevant to the basis or amount of the benefit, or if, in connection with the insured event, in particular in the claim notification, the insured person intentionally or fraudulently provides false information, even if this does not result in any disadvantage to the insurer. In the case of intent, the insurer shall remain obliged to pay benefits to the extent that the breach has had no influence on the determination or the scope of the insurer's obligation to pay benefits.

## **§ 12 Notifications and declarations of intent**

Notifications and declarations of intent to the insurer must be in writing and sent to the following address:

AXA Assistance Deutschland GmbH  
PO Box 1584  
15205 Frankfurt (Oder)

or by email to [firmenkreditkarte@axa-assistance.de](mailto:firmenkreditkarte@axa-assistance.de) .

The Assistance provider is authorised by the insurer to receive and submit declarations of intent.

## **§ 13 General restrictions/exclusions from insurance cover es**

**13.1** Insurance cover is not provided for damage caused by war, civil war, war-like events, civil unrest, terrorist attacks, asbestos, strikes, nuclear energy and radiation, natural disasters, earthquakes, confiscation, expropriation or other acts of state authority. Also excluded is any damage of any kind caused directly or indirectly by acts of terrorism. Acts of terrorism are any actions by individuals or groups of individuals aimed at achieving political, religious, ethnic or ideological objectives, which are likely to spread fear and terror amongst the population or sections of the population and thereby exert influence on a government or state institution. Also excluded are losses or costs arising from the use of nuclear, chemical or biological weapons of mass destruction, however these may be deployed or combined, and irrespective of other causes or events that contribute to such losses or costs, whether simultaneously or in a different sequence of time. However, insurance cover is provided and services offered if the event occurs unexpectedly after the start of a journey. The insurance cover expires at the end of the seventh day following the start of the event. Furthermore, any active participation in any of the events is excluded.

**13.2** Without prejudice to the other provisions of the contract, insurance cover shall only apply insofar as and for as long as this is not precluded by economic, trade or financial sanctions or embargoes of the European Union or the Federal Republic of Germany directly applicable to the contracting parties. This also applies to economic, trade or financial sanctions or embargoes imposed by the United States of America in respect of Iran, if this is not precluded by European or German legislation.

**13.3** Furthermore, no insurance cover is provided for damage caused by the insured person through or during the intentional commission of a criminal offence or an intentional attempt to commit a criminal offence.

**13.4** Insurance cover is also excluded for the following events, illnesses or accidents:

- a) mental or consciousness disorders, strokes, convulsive fits affecting the whole body, and pathological disorders resulting from psychological reactions;
- b) in causal connection with the operation of an aircraft and during parachuting. However, cover is provided as a passenger of an airline for the carriage of persons;
- c) during the practice of motor racing in which the aim is to achieve maximum speeds;
- d) when taking part in extreme sports (including, in particular, rafting, free climbing, canyoning, abseiling and caving, mountaineering, hang-gliding, paragliding, parachuting), during preparation (training) for or participation in boxing or wrestling matches, martial arts competitions of any kind, horse or cycle races, and as a driver, co-driver or passenger in a motor vehicle at motor racing events, including associated practice runs, where the aim is to achieve maximum speeds,
- e) because of attempted suicide and its consequences, as well as a result of completed suicide.
- f) Damage to health caused by medical treatment, radiation, infections and poisoning.
- g) Persons in need of long-term care and those who are in a state of pathological mental disorder precluding free will within the meaning of Sections 104 et seq. of the German Civil Code (BGB). A

person is deemed to need care if they predominantly require assistance from others to perform the tasks of daily life. The insurance cover ceases as soon as the insured person is no longer insurable.

**13.5** Insurance cover is excluded for damage resulting from circumstances which were known to the insured person at the time of booking the trip or at the start of the insurance cover, or which could objectively have been expected.

#### **§ 14 Limitation period**

Claims arising from the insurance contract are subject to a limitation period of three years. The limitation period begins at the end of the year in which the claim arose and was known to, or ought to have been known to, the insured person.

#### **§ 15 Claims against third parties**

Claims for compensation by the policyholder or the insured person against third parties shall be transferred to the insurer to the extent permitted by law, up to the amount of the payment made, insofar as the insurer has compensated for the loss. If necessary, the insured person or the policyholder is obliged to submit a declaration of assignment to the insurer to this extent.

#### **§ 16 Payment of compensation/insurance benefit**

**16.1** Once the insurer's obligation to pay benefits has been established in terms of both grounds and amount, payment of the benefit must be made within two weeks, unless otherwise specified in the Special part of the Terms and Conditions.

**16.2** If official investigations or criminal proceedings have been initiated against the insured person in connection with an insured event, the insurer may suspend payment until such proceedings have been legally concluded.

**16.3** Costs incurred in foreign currency shall be converted into euros at the exchange rate on the day the supporting documents are received by the insurer. The exchange rate of the day shall be the currency rate (interbank rate) published by the Bundesverband deutscher Banken (Federal Association of German Banks) or Oanda Currency Services or their legal or contractual successors, as most recently updated, unless the insured person provides a bank statement proving that they acquired the foreign currency required to pay the invoices at a less favourable rate.

**Note:** In addition, the information regarding the payment of compensation by the individual insurers in Part B must be observed.

#### **§ 17 Rights in the event of a claim**

**17.1** Only the cardholder may assert rights in the event of a claim against the insurer on their own behalf and on behalf of the co-insured persons. The other co-insured persons have no independent claim against the insurer, unless otherwise specified in the Special part of the Terms and Conditions under Part B.

**17.2** The insured persons are entitled to assert their claims against the insurer under this group insurance contract in each case even without the policyholder's consent (including through legal proceedings).

#### **§ 18 Set-off**

The insured person may only set off claims against the insurer's claims insofar as the counterclaim is undisputed or has been established by a final and binding court decision. The insurer has no right of set-off against the insured persons.

#### **§ 19 Note on data protection**

As the insured person, the cardholder is covered under a group insurance policy taken out by DZ BANK AG, as the policyholder, with Inter Partner Assistance S.A., German Branch, as the insurer. With regard to the implementation of this group insurance policy, Inter Partner Assistance S.A., German branch, is the data controller within the meaning of Article 24 of the General Data Protection Regulation (GDPR). Along with these insurance documents, the cardholder receives an information sheet in which Inter Partner Assistance S.A., German branch, provides the information required under Article 13 of the GDPR regarding the processing of personal data.

The cardholder may also access data protection information online at [www.dzbank.de/datenschutzhinweisekarten](http://www.dzbank.de/datenschutzhinweisekarten) under 'Information on related insurance services'.

#### **§ 20 Complaints Procedure**



Should the insured person be dissatisfied with the insurer's services, they may first contact the insurer. The insurer will then endeavour to find a solution together with the insured person.

**Inter Partner Assistance Service GmbH**

PO Box 1584  
15205 Frankfurt (Oder)

Or by email to [Customer-Care@axa-assistance.de](mailto:Customer-Care@axa-assistance.de)

The insurer Inter Partner Assistance S.A., German Branch, is a member of the Insurance Ombudsman Association (Verein Versicherungsombudsmann e.V.). The insured person may therefore make use of the Insurance Ombudsman's free dispute resolution procedure. To do so, they should contact:

**Insurance Ombudsman Association**

PO Box 08 06 32  
10006 Berlin  
[www.versicherungsombudsmann.de](http://www.versicherungsombudsmann.de)

Telephone: 0800 3696000 (free of charge from German landlines)  
Fax: 0800 3699000 (free from German landlines)

Alternatively, the insured person may also contact the supervisory authorities:

**Federal Financial Supervisory Authority (BaFin)**

Insurance Division  
Graurheindorfer Straße 108  
53117 Bonn

Telephone: 0228 4108-0  
Fax: 0228 4108-1550  
Email: [poststelle@bafin.de](mailto:poststelle@bafin.de)

or:

**Financial Services and Markets Authority (FSMA)**

Rue de Congrès/Congresstraat 12-14  
1000 Brussels  
Belgium  
Telephone: +3222205211

Email: Contact form available at: <https://www.fsma.be/en/contact>

Lodging a complaint with one of the supervisory authorities does not affect the insured person's right to pursue their claims by bringing an action before the competent court.

## Part B: Special part of the Terms and Conditions

### Special part of the Terms and Conditions for Travel Health Insurance

#### § 1 Content of the Contract

The content of the contract is the insurance cover described below for the credit cardholder. The insurance cover applies regardless of whether the card is used.

#### § 2 Start and end of insurance coverage for Travel Health Insurance / Additional Liability

The insurance cover begins at the agreed time in accordance with § 5 of the General Conditions, but not before crossing the border into a foreign country. A trip abroad in this sense is any absence from the insured person's official place of residence for a maximum duration of 90 days. The territory in which the insured person has their official place of residence is not considered to be abroad. If, for medical reasons, it is not possible to return by the end of the insurance cover, the obligation to pay benefits for insured events giving rise to compensation shall be extended beyond the agreed period, but for a maximum of 365 days.

The official place of residence is the country in which the insured person is liable for tax, as well as any other registered place of residence. If the insured person has an official place of residence in several countries, these countries are also excluded from insurance cover.

#### § 3 Insured Persons

Part A, § 7 of these terms and conditions applies to business trips.

#### § 4 Scope of insurance coverage

**4.1.** The insurer provides the insured persons with insurance coverage for unforeseen illnesses or the consequences of accidents occurring during trips abroad.

**4.2.** In the event of an insured event occurring during a trip abroad, the insurer shall reimburse expenses incurred for medical treatment and, where applicable, provide further agreed benefits, including:

- a) for medicines, dressings and remedies, provided these have been prescribed by a doctor,
- b) for medically prescribed aids, insofar as these become necessary for the first time as a result of an accident or illness occurring during the stay abroad,
- c) for the treatment of unforeseen, acute pregnancy complications arising abroad, as well as miscarriages, premature births or (non-illegal) abortions resulting therefrom.

**4.3.** The following applies to the costs of repatriation and transport:

- a) The costs of repatriation of an insured person shall be covered if this is medically necessary and ordered by a doctor, and if the insured person is transported to their official place of residence or to the nearest suitable hospital to that place of residence.
- b) If an insured person dies whilst travelling abroad, the costs of repatriation of the body will be covered. Repatriation costs are the direct costs of transporting the body of an insured person to the insured person's official place of residence as known to the insurer.
- c) At the request of the insured person's next of kin, the insurer will alternatively also cover the costs of a local burial, up to the amount of the expenses that would have been incurred for repatriation.
- d) If, after regaining the ability to travel, the insured person objects to medical repatriation to their official place of residence or to the nearest suitable hospital at their official place of residence, the insurer's obligation to pay benefits shall cease on the day of the insured person's objection.

#### § 5 Insured events

An insured event is the medically necessary treatment of an insured person due to illness or the consequences of an accident whilst travelling abroad within the meaning of § 2.

- a) The insured event begins with the medical treatment; it ends abroad when, according to medical findings, there is no longer a need for treatment. Follow-up treatment in the country of official residence is not covered.
- b) Medically necessary patient transport to the nearest suitable hospital abroad for inpatient treatment and back to the accommodation is also insured.
- c) In the case of dental treatment, only pain-relieving dental treatment is covered.

#### § 6 Exclusions

No obligation to pay benefits exists:

- 6.1.** In the case of a pre-existing medical condition of which the insured person was aware when they applied for the credit card or when booking the trip, whichever occurred first, where the insured person:
- Has been hospitalised during the last twelve months.
  - is awaiting test results or is on a waiting list for an operation, consultation or examination.
  - Have started taking medication, changed your medication, or commenced treatment within the last three months.
  - Requires a medical, surgical or psychiatric examination every twelve months or more frequently.
  - Has been diagnosed as 'incurable' and/or 'chronic'.
- 6.2.** Travelling against the advice of a practising doctor.
- 6.3.** The same restrictions on benefits apply to the consequences of an accident occurring prior to the commencement of the trip abroad.
- 6.4.** For illnesses and their consequences, as well as for the consequences of accidents caused by acts of war or civil unrest. However, insurance cover is provided and assistance offered if the event occurs unexpectedly after the start of the trip. Insurance cover expires at the end of the seventh day following the start of the event. Furthermore, any active participation in any of the events is excluded.
- 6.5.** In areas for which the Foreign Office has officially issued a travel warning at the time of departure. However, insurance cover is provided, and services are offered if an event leading to a travel warning occurs unexpectedly after the start of the trip. Insurance cover expires at the end of the seventh day following the issuance of the travel warning.
- 6.6.** For illnesses and accidents caused knowingly and/or intentionally, including their consequences, as well as for withdrawal and rehabilitation treatments.
- 6.7.** For the treatment of mental and psychological disorders and illnesses, as well as for hypnosis and psychotherapy.
- 6.8.** For examination and treatment relating to pregnancy, termination of pregnancy, miscarriage and childbirth. However, expenses will be reimbursed to the extent that unforeseen medical assistance abroad is necessary in the event of acute pregnancy complications and resulting miscarriages, premature births or (lawful) terminations of pregnancy (see Section 4.2 c).
- 6.9.** For dental prostheses, including crowns, and for orthodontic treatment.
- 6.10.** For medical aids (e.g. prostheses, spectacles, hearing aids, etc.), provided these are not prescribed for the first time by a doctor because of an accident or illness during the trip.
- 6.11.** For spa and sanatorium treatments as well as for rehabilitation measures.
- 6.12.** For outpatient medical treatment in a spa or health resort.  
This restriction does not apply if medical treatment becomes necessary during a temporary stay due to an illness unrelated to the purpose of the stay or an accident occurring there.
- 6.13.** For examination or treatment methods and medicines not recognised by science.
- 6.14.** For treatment provided by the cardholder's spouse, parents or children. However, material costs will be reimbursed.
- 6.15.** For accommodation necessitated by a need for care or custody.
- 6.16.** For illnesses and the consequences of accidents where medical treatment abroad was the sole reason or one of the reasons for undertaking the journey.
- 6.17.** For the treatment of HIV/AIDS and its consequences.
- 6.18.** For risks arising from nuclear energy or other ionising radiation.
- 6.19.** For damage caused by attempted suicide and its consequences, as well as by completed suicide.
- 6.20.** For damage caused by the insured person through or during the intentional commission of a criminal offence or the intentional attempt to commit a criminal offence.
- 6.21.** For damage arising from the practice of high-risk and extreme sports and motor racing, where, among other things, the aim is to achieve maximum speeds.
- 6.22.** If medical treatment or other measures for which benefits have been agreed upon exceed what is medically necessary, or if the remuneration claimed is unreasonable, the insurer may reduce its benefits to the amount customary and reasonable in the country of treatment.
- 6.23.** For claims arising from your failure to obtain urgently recommended vaccines, vaccinations or medication prior to your trip. The decisive factor for vaccinations is the recommendations of the relevant competent government authority (for Germany, for example, the Standing Committee on Vaccination ( ) of the Robert Koch Institute) in the country where the company is based (the decisive factor is the registered office of the company employing the traveller).

## **§ 7. Sum insured**

**7.1.** The maximum sum insured is EUR 20 million.

**7.2.** Costs incurred in foreign currency shall be converted into euros at the exchange rate on the day

the insurer receives the supporting documents. The exchange rate of the day shall be the currency rate (interbank rate) published by the Association of German Banks (Bundesverband deutscher Banken) of Oanda Currency Services or its legal or contractual successors, as most recently updated, unless the insured person provides a bank statement proving that they acquired the foreign currency necessary to pay the invoices at a less favourable rate.

#### **§ 8. Rights in the event of a claim**

**8.1.** The insured person is free to choose from among the doctors authorised to provide medical treatment.

**8.2.** In the event of medically necessary inpatient treatment, the insured person is free to choose from among the hospitals at the place where the insured event occurred which are under constant medical supervision, have sufficient diagnostic and therapeutic facilities, work according to scientifically recognised methods and maintain medical records. Hospitals which also provide spa treatments or sanatorium care, or which admit convalescents, may not be chosen.

**8.3.** The insurer is only obliged to pay benefits if the original invoices or duplicates, together with confirmation from another insurer regarding the benefits granted, are submitted and the required evidence is provided. These become the property of the insurer. Any translation costs incurred by the insurer may be deducted from the benefits; any costs incurred for transfers abroad shall be borne by the insured person.

**8.4.** Claims against third parties:

If the cardholder or an insured person has claims for damages against third parties arising from the insured event which are not covered by insurance law, the cardholder or the insured person is obliged, without prejudice to the statutory subrogation under Section 86 of the Insurance Contract Act (VVG), to assign these claims in writing to the insurer up to the amount of the reimbursement provided under the insurance contract. If the cardholder or an insured person waives such a claim or a right serving to secure the claim without the insurer's consent, the insurer shall be released from its obligation to pay to the extent that it could have claimed reimbursement from the claim or right.

**8.5.** Claims for insurance benefits may neither be assigned nor pledged.

**8.6.** The insurer is entitled to pay the bearer or sender of valid supporting documents. This shall release the insurer from its obligation to pay benefits to the insured person.

#### **§ 9 Obligations in the event of a claim**

**9.1.** The insurer must be notified of any hospital treatment within 72 hours of its commencement.

**9.2.** The loss must be kept to a minimum, and unnecessary costs must be avoided.

**9.3.** All receipts must contain the first name and surname of the insured person receiving treatment, as well as the diagnosis and the individual medical services with treatment dates. Prescriptions must clearly state the prescribed medication, the price and the receipt note. In the case of dental treatment, the receipts must state the teeth treated and the treatment carried out. Proof must be provided of benefits or their refusal by the insurers referred to in clause 8.3.

**9.4.** At the insurer's request, the insured person must provide any information necessary to determine the insured event or the insurer's obligation to pay benefits and the extent thereof.

**9.5.** At the insurer's request, the insured person is obliged to undergo an examination by a doctor appointed by the insurer.

**9.6.** Furthermore, the insured person is obliged to enable the insurer to obtain the necessary information (by releasing the attending doctors from their duty of confidentiality).

**9.7.** If a contractual obligation owed to the insurer is breached intentionally, the insurer shall be released from its obligation to pay benefits. In the event of a breach of an obligation due to gross negligence, the insurer shall be entitled to reduce the benefit in proportion to the severity of the fault. If it can be proven that the obligation was not breached due to gross negligence, the insurance cover shall remain in force. Insurance cover shall also remain in force, if it is proven that the breach of the obligation was not the cause of either the occurrence or the determination of the insured event, nor of the determination or the extent of the benefit. The knowledge and fault of the insured person shall be deemed equivalent to the knowledge and fault of the policyholder.

#### **§ 10 Subsidiarity**

If there is a claim for benefits under health, accident or pension insurance, for statutory medical care, accident care or from another party liable for compensation, the insurer shall only be liable to pay the amount exceeding the liability of the party liable for compensation for the necessary expenses.

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

## **Special part of the Terms and Conditions for Travel Accident Insurance**

### **§ 1 Contractual Basis**

The General and Special part of the Terms and Conditions apply. The insurance cover applies regardless of whether the card is used.

### **§ 2 Content of the Contract**

**2.1** The insurer shall provide the insurance benefits listed below in the event of accidents during the insured trip that result in the death or permanent disability of the cardholder.

**2.2** The insurance cover applies worldwide.

### **§ 3 Insured Person**

Part A, § 7 of these conditions applies.

### **§ 4 Death of the Insured Person**

**4.1** If the accident results in the death of the insured person within one year, the insurer shall pay the heirs an insurance benefit of EUR 250,000. The sum insured is limited to this maximum amount.

**4.2** As soon as the insurer has received the documents required as proof of the insured event resulting from the death of the insured person, the insurer shall declare within one month whether and to what extent it accepts the claim.

**4.3** If the insurer accepts the claim, the insurance benefit shall be paid within two weeks of receipt of the insurer's payment notification by bank transfer to a bank account specified by the credit cardholder.

### **§ 5 Benefits in the event of disability**

**5.1** The conditions for payment are:

(a) the insured person has suffered permanent impairment of their physical or mental functioning because of the accident (disability) and

b) the disability has occurred within one year of the accident and has been confirmed in writing by a doctor within a further three months at the latest and a claim has been made to the insurer.

**5.2** The insurance benefit for disability is limited to a maximum of EUR 75,000.

a) for the loss of both hands, both feet, sight in both eyes, one hand and one foot, or one hand and sight in one eye, the benefit amount is 100% of the sum insured for total disability.

b) for the loss of one hand, one foot or sight in one eye, the benefit amount is 50% of the sum insured for total disability.

**5.3** There is no entitlement to a disability benefit if the insured person dies because of the accident within one year of the accident.

**5.4** If the insured person dies from a cause unrelated to the accident within one year of the accident or – regardless of the cause – more than one year after the accident, and a claim for disability benefit had arisen under § 5, the benefit shall be paid in accordance with the degree of disability that would have been expected on the basis of the most recent medical findings.

**5.5** The disability benefit shall be paid as a lump-sum benefit from the sum agreed for the insured event.

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

**5.7** For body parts and sensory organs not specifically mentioned, the degree of disability is determined by the extent to which normal physical or mental functioning is impaired. Only medical considerations are to be considered.

**5.8** If the affected body parts or sensory organs, or their functions, were already permanently impaired prior to the accident, the degree of disability shall be reduced by the amount of pre-existing disability.

### **§ 6 Payment of the insurance benefit in the event of permanent disability**

**6.1** No disability benefit may be claimed within one year of the accident occurring until the medical treatment has been completed.

**6.2** As soon as the insurer has received the documents required to confirm the completion of the medical treatment necessary for assessing the disability, the insurer shall declare within three months whether and to what extent it recognises a claim.

**6.3** If the insurer recognises the claim, the insurance benefit shall be paid out within two weeks.

**6.4** The insured person and the insurer are entitled to have the degree of disability medically reassessed annually, for a maximum of three years following the accident. This right must be exercised by the insurer by means of a declaration, and by the insured person within one month of receiving this declaration. If the final assessment results in a higher disability benefit than that already paid by the insurer, interest at 5% per annum shall be payable on the excess amount.

## **§ 7 Special exclusions/restrictions**

**7.1** Accidents occurring to the insured person whilst intentionally committing or attempting to commit a criminal offence are not covered.

**7.2** Accidents resulting from impairment of consciousness caused by alcohol or narcotics are not insured.

## **§ 8 Prerequisites for benefit entitlement**

**8.1** The insured person is obliged, upon the occurrence of an insured event:

- a) report the claim to the insurance service immediately (without undue delay), but no later than 30 days from the date of the incident, and
- b) to report the disability within one year by submitting the notification of severe disability issued by 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. If the insured person has died, the rights and obligations shall pass to the insured person's heirs.

**8.2** If the insured person fails to fulfil these obligations, the insurer's liability is excluded.

## **§ 9 Obligations following the occurrence of an insured event**

The insured person must undergo a medical examination by doctors appointed by the insurer. The insurer shall bear the costs necessary for this.

## **§ 10 Exclusion of benefits in the event of breaches of obligations**

Part A, Section 11 of these terms and conditions applies.

## **Special part of the Terms and Conditions for Travel Cancellation and Travel Curtailment Insurance**

### **§ 1 Contractual Basis**

The General and Special part of the Terms and Conditions apply. Insurance cover is dependent on the use of the card.

### **§ 2 Content of the Contract**

**2.1** The insurance cover includes cases of travel cancellation and curtailment. The insurance cover applies worldwide to trips paid for with the corporate credit card.

**2.2** Insurance cover for travel cancellation insurance applies to:

- a) additional costs for the outward journey if the trip was delayed for a reason specified in § 4,
- b) cancellation costs/fees and/or cancellation charges which the insured person is contractually liable to pay to a travel company or another institution due to failure to commence the trip,
- c) booked, prepaid and unused travel services, provided these were agreed separately in the travel contract,
- d) partial cancellation costs/fees if, in the case of a trip in which several insured persons are taking part, at least one insured person is unable to travel for an insured reason.

**2.3** Where rental contracts are concluded for holiday homes, holiday cottages, holiday flats, hotel rooms, caravans, motorhomes, hired passenger cars and boat charters, the insurer shall provide:

- a) cancellation costs/fees and/or cancellation charges owed by the insured person due to non-use or premature surrender of the rented property,
- b) The rental costs for the unused portion of the rental property, if it has not been successfully re-let.

**2.4** Cover under the travel curtailment insurance applies to:

- a) an unscheduled termination of the trip,
- b) unused travel services in the event of a trip curtailment,
- c) return travel costs and other additional costs demonstrably incurred because of the trip being cut short, if travel to and from the destination is included in the insured package; this also applies in the event of a delayed return. When reimbursing these costs, the quality booked shall be taken as a basis regarding the type and class of transport, accommodation and meals. If, contrary to the booked trip, the return journey must be made by aeroplane, only the costs for a seat in the lowest class of aeroplane shall be reimbursed. Medical expenses, costs for accompanying persons and costs for the repatriation of a deceased insured person are not covered.
- d) Costs incurred because of the premature termination of the trip,

- e) Costs incurred for the onward journey of a booked round trip,
- f) Fire, burst water pipes or other natural disasters.

**2.5** Cover is only provided if the events mentioned, which lead to cancellation or curtailment of the trip, are beyond the control of the insured person and were unknown to the insured person at the time of booking.

### **§ 3 Insured Persons**

Part A, § 7 of these terms and conditions applies.

### **§ 4 Insured Reasons**

**4.1** The maximum amount of insurance cover for the insured events is EUR 5,000 per year.

**4.2** The insurer is obliged to pay benefits if, because of one of the reasons listed below, either:

- a) the insured person(s) is/are, according to general experience, expected to be unable to travel, or
- b) it cannot reasonably be expected of them to commence the journey, or
- c) it cannot reasonably be expected of them to complete the journey as planned

**4.3** Insured reasons are:

- a) Death, serious accident or unexpected serious illness of the insured person or a person covered by the policy,
- b) Death, serious accident or unexpected serious illness of the spouse, the partner or cohabiting partner living in the same household and registered there as their main residence, the children, parents, siblings, grandparents, grandchildren, parents-in-law or children-in-law of an insured person.
- c) Vaccine intolerance of the insured person or, in the event of a joint trip, of one of the co-insured persons mentioned above,
- d) Pregnancy of an insured person,
- e) Damage to the insured person's property or, in the event of a joint trip, to the property of the insured person's insured relatives, resulting from fire, natural disasters or a deliberate criminal act by a third party. The damage must be significant in relation to the financial circumstances and assets of the injured party, or their presence must be necessary for the assessment of the damage.
- f) Loss of employment followed by unemployment as a result of an unexpected, operationally related termination of the employment contract by the employer,
- g) Taking up employment whilst unemployed, provided that the insured person was registered as unemployed at the time of booking the trip and the employment office has approved the trip,
- h) Change of job, provided that the insured trip was booked before the insured person became aware of the change of job and the insured travel period falls within the probationary period of the new employment, but for a maximum of the first six months of the new employment.
- i) Unexpected call-up of the insured person for basic military service, military exercises or civilian service, provided that the date cannot be postponed and the cancellation costs/fees are not covered by a cost-bearing body.
- j) Repeating failed exams at the insured person's school or university,
- k) Unexpected court summons of the insured person,
- l) Breakage of prostheses,
- m) Serious accident or vaccine intolerance affecting a dog registered for the trip belonging to an insured person. However, vaccine failure or insufficient build-up of the antibody levels required for the destination country is not covered.
- n) There are travel restrictions in place for your destination issued by the Foreign Office, or the local authorities refuse entry, unless these restrictions are justified by a pandemic declared by the World Health Organisation.

### **§ 5 Specific Exclusions**

No insurance coverage is provided:

- a) if the illness is a psychological reaction to an act of war, civil unrest, a terrorist act, an air accident or to the fear of acts of war, civil unrest or terrorist acts;
- b) in the case of mental illnesses or addictions;
- c) in the case of medical procedures involving non-native organs and other aids (e.g. hearing aids);
- d) for visa application fees;
- e) for bounties on game during hunting trips;
- f) in the case of pre-existing conditions.
- g) in the case of existing illnesses of the insured person in respect of which a doctor had advised against travel or would have advised against it had they been consulted.

- h) The insurer is released from its obligation to pay benefits if the insured event was caused intentionally by the insured person. If the insured person causes the insured event through gross negligence, the insurer is entitled to reduce its benefits in proportion to the severity of the insured person's fault.
- i) for costs incurred because an insured person is not in possession of a valid passport, visa or other document required for the journey.
- j) for costs arising from the risks of war, civil war or war-like events, and those arising, irrespective of a state of war, from the hostile use of weapons of war or from the presence of weapons of war because of one of these risks, acts of political violence, riots, other civil unrest and nuclear energy.
- k) for all claims where you are unable to travel or decide not to commence your journey because the Foreign Office (or an equivalent government authority in another country) advises against travel due to a pandemic.
- l) for all unused or additional costs incurred by you that may be reimbursed by:
  - accommodation providers, their booking agencies, travel agencies or other compensation schemes.
  - Your transport providers, their booking agents, travel agencies or compensation schemes.
  - Your credit or debit card provider or PayPal.

## **§ 6 Prerequisites for benefit entitlement**

**6.1** The insured person (as defined above), or in the case of minors their legal representative, is obliged, upon the occurrence of an insured event:

- a) notify the insurer of the occurrence of the insured event without undue delay, but no later than 21 days from the date of the loss, and
- b) cancel the trip with the booking agent or, if the trip has already commenced, with the tour operator; and
- c) to release the doctors from their duty of confidentiality in relation to the insurance claim, insofar as this request can be legally complied with, and
- d) to submit medical certificates regarding illnesses, accidents, adverse reactions to vaccinations or pregnancy, and
- e) to provide evidence that the full travel/rental price has been paid by a valid credit card or that such a card has been provided as a means of payment, and
- f) to provide any relevant information requested and to make available all necessary documents requested by the insurer for the processing of the claim.

**6.2** If the insured person fails to comply with these obligations, the insurer's liability is excluded.

## **§ 7 Obligations following the occurrence of an insured event**

**7.1** The insured person (as defined above), or in the case of minors their legal representative, must submit the following documents to the insurer:

- a) proof of insurance in the form of a valid credit card number, booking documents and invoices;
- b) in the event of unexpected serious illness, serious accidental injury, pregnancy, as well as the breakage of prostheses and loosening of implanted joints, a medical certificate from a doctor at the place of stay confirming that the trip must be curtailed; for travel cancellation insurance, a medical certificate from a doctor in the home country must be submitted for the aforementioned cases;
- c) in the event of death, a death certificate;
- d) in the event of damage to property and in the event of fire, burst water pipes or natural disasters during the trip, appropriate evidence (e.g. police report);
- e) in the event of a delay to public transport, confirmation from the transport company regarding the delay to the public transport.

**7.2** The insured person (as defined above), or in the case of minors their legal representative, is also obliged, at the insurer's request, to provide evidence of the insured event and to grant the insurer the right to have the issue of incapacity to travel as a result of an unexpected serious illness or a serious accidental injury verified by a specialist medical report.

## **§ 8 Exclusion of benefits in the event of breaches of obligations**

Part A, § 11 of these terms and conditions applies.

## **§ 9 Rights in the event of a claim**

**9.1** The insured persons or, in the case of minors, their legal representatives, are entitled to exercise their rights in the event of a claim.

**9.2** Once the insurer's obligation to pay benefits has been established in terms of both cause and amount, the compensation sum shall 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 cardholder.

#### **§ 10 Excess**

The excess for travel cancellation and curtailment insurance is EUR 100 per claim.

#### **§ 11 Geographical Scope**

The insurance cover applies worldwide.

### **Special part of the Terms and Conditions for Comprehensive Motor Insurance for Rental Vehicles (Passenger Cars)**

#### **§ 1 Contractual Basis**

The General and Special part of the Terms and Conditions apply.

#### **§ 2 Scope of insurance coverage**

**2.1** The insurance covers the hired vehicle for each hire and is limited to a period of 30 days:

- a) Insurance cover applies to only one hire vehicle per hire and contract period.
- b) In the case of two or more simultaneous rentals, insurance cover applies only to the vehicle with the earliest start date of the rental as specified in the rental agreement. The date and time of the rental are decisive. In the event of rentals commencing at the same time, the vehicle with the higher vehicle value is deemed to be insured.
- c) For rentals of more than 30 days, insurance cover applies only if the rental period exceeding 30 days is invoiced separately and paid for separately by credit card.

**2.2** The insurance cover applies worldwide and is dependent on the use of the card.

#### **§ 3 Insured Events**

Insurance is provided for the loss, damage, collision with another object or overturning of the hire vehicle, provided that:

- a) the rental vehicle contract is concluded by an eligible cardholder,
- b) who holds a driving licence valid for the class of the hire vehicle,
- c) and has been paid for in full using their valid credit card.

#### **§ 4 Specific exclusions**

The insurance does not cover:

- a) to damage caused intentionally.
- b) to the hire of a passenger car that is not a hire vehicle as defined herein.
- c) damage to the hire vehicle occurring whilst the cardholder is in breach of the hire vehicle contract.
- d) car-sharing and short-term rentals, i.e. rental vehicles hired and billed on an hourly or minute-by-minute basis with a total hire period of less than 24 hours, including vehicles hired via providers such as DriveNow. Within the scope of short-term rentals, short-term hire during a holiday abroad, e.g. between the airport and the holiday accommodation, is excluded from this exclusion, provided that a flat-rate charge is applied at the daily rate.
- e) to damage that:
  - I. are covered by comprehensive motor insurance taken out by the car hire company and/or
  - II. with comprehensive motor insurance taken out by the car hire company and/or
  - III. are covered by any other priority insurance.
- f) damage caused by an unauthorised driver.
- g) to wear and tear, to freezing, to mechanical or electrical failures, unless these are due to another cause of damage covered by this insurance.
- h) to brake, operational and pure breakage damage.
- i) towing costs and/or recovery costs.
- j) service charges which may be invoiced by the car hire company in the event of a claim.
- k) Damage reported to the insurer more than 22 days after the damage occurred.
- l) Damage that occurred before the start of the contract.
- m) Damage arising from participation in driving events where the aim is to achieve maximum speed. This also applies to associated practice sessions.

- n) Damage resulting from the cardholder's gross negligence in facilitating theft or causing an accident because of the consumption of alcoholic beverages or other substances. The insurer is entitled to reduce the benefit in proportion to the severity of the fault.
- o) Damaged or destroyed tyres. However, cover is provided if the tyres are damaged or destroyed because of an event that simultaneously caused other damage to the insured vehicle covered by comprehensive insurance.
- p) to modifications, improvements, repairs due to wear and tear, reduction in value, external appearance or performance, transfer and registration costs, loss of use or costs of a replacement vehicle and fuel. The insurer shall only reimburse the costs of an expert if the appointment of the expert was initiated by the insurer or agreed with the insurer.

#### **§ 5 Sum Insured and Excess**

**5.1** The insurance benefit is limited to the actual cash value of the hire car at the time of the damage. The maximum compensation per hire car is EUR 75,000. The excess per claim is EUR 230.

**5.2** The insurance benefit for the hire car shall only be granted based on a recognised expert report or a recognised valuation and damage calculation list (e.g. Eurotax, Schwacke). The decision as to whether an expert report is to be obtained prior to the settlement of the claim must be agreed with the insurer.

**5.3** At the insurer's discretion, the insurance benefit for the damaged hire car will either be paid out or the hire car will be repaired or restored to working order.

**5.4** If the eligible cardholder is also liable for depreciation or loss of hire costs (max. 14 days) in accordance with the hire vehicle contract, these costs shall be offset against the maximum compensation payment of EUR 75,000.

#### **§ 6 Rights in the event of a claim**

**6.1** Benefits payable under this insurance for damage shall be paid out immediately upon receipt of written proof of such damage and all information required to substantiate the claim.

**6.2** All payable benefits shall be paid to the entitled cardholder or, where agreed, to a third party.

**6.3** Any party or person to whom or for whom a claim payment is made by the insurer hereby assigns his or her rights of recourse against third parties to the insurer. The party or person assigning these rights must take all measures to secure the said rights and must not take any action that might jeopardise them.

**6.4** No legal action may be brought to obtain compensation under this insurance before the expiry of a period of 60 days from the date on which the written proof of loss was submitted in accordance with the terms and conditions of this policy.

#### **§ 7 Prerequisites for benefit entitlement**

**7.1** Upon the occurrence of an insured event, the cardholder is obliged to:

- a) report the loss to the insurance service immediately (without undue delay), but no later than 21 days from the date of the loss, and
- b) report the damage to the police immediately at the scene of the accident, but no later than within 24 hours, and submit the claim form to the insurance service and
- c) to allow the Assistance provider to carry out any reasonable investigation into the cause and extent of its liability to pay benefits, and
- d) to provide any necessary information requested and
- e) submit original receipts and/or original invoices, as well as a copy of the complete car hire agreement, to the insurance service and
- f) to provide proof to the insurance service (e.g. by means of a copy of the credit card receipt) that the vehicle hire was paid for in full by credit card.

**7.2** If the insured person fails to fulfil these obligations, the insurer's liability is excluded.

#### **§ 8 Obligations following the occurrence of an insured event**

**8.1** The insurer must be provided with the credit card number of the entitled cardholder, as well as details of how, when and where the damage occurred.

**8.2** The cardholder must allow the insurer to inspect and value the damaged item before it is repaired or sold.

**8.3** The cardholder must, at the insurer's expense, take all reasonable steps necessary after the occurrence of the loss to protect the hire car.

**8.4** The cardholder must submit a copy of the claim form submitted to the car hire company to the insurance service.

**8.5** The repair invoice will be settled based on the insurer's review of the aforementioned documents, less the excess of EUR 230.

**§ 9 Exclusion of cover in the event of breaches of obligations**

Part A, § 11 of these terms and conditions applies.

## Part C: Definitions

### Cancellation of the trip

A trip is deemed to have been curtailed if the insured person definitively ends their stay at the destination and returns home.

### Commencement of the trip / start of the trip

For the purposes of travel cancellation insurance, the trip is deemed to have commenced upon the use of the first booked travel service. Specifically, the start of the trip is defined as follows in the travel cancellation insurance:

- for a flight: upon check-in (or, in the case of evening check-in, upon the traveller passing through security on the day of travel)
- for a sea voyage: upon boarding the ship
- for a coach trip: upon boarding the coach
- for a rail journey: upon boarding the train
- for a car journey: upon collection of a hire car or motorhome; if travelling in your own car, upon commencement of the first booked travel service, e.g. upon taking possession of the booked holiday accommodation.

If a transfer service (e.g. rail & fly) is an integral part of the overall trip, the trip begins upon commencement of the transfer (boarding the transfer vehicle, e.g. train). For all other travel insurance policies, the trip is deemed to have commenced upon leaving your home.

### Doctor

A qualified, registered and practising member of the medical profession who is not the cardholder themselves or a relative of the cardholder or a person travelling with them.

### Insured persons

An insured person is the holder of a BusinessCard Gold, unless otherwise specified in the Special part of the Terms and Conditions. Other employees of the same company, provided they book and undertake the journey together with the cardholder, but no more than five persons including the cardholder. If more than five persons, including the cardholder, are travelling, the non-family members listed first on the travel confirmation are deemed to be co-beneficiaries until the total number of five travellers is reached.

### Natural disasters

Natural disasters are: explosion, storm, hail, lightning strike, high water, flooding, avalanches, volcanic eruption, earthquake, landslide.

### Purchase price

The purchase price is the price of the insured item shown on the invoice, including VAT.

### Public transport

Public transport comprises all aircraft, land vehicles or watercraft authorised for the public carriage of passengers. The following are not considered public transport: vehicles operating as part of sightseeing tours or sightseeing flights, as well as hire cars, taxis and cruise ships.

### Private vehicle

A motor vehicle registered as a passenger car, excluding hire cars, taxis and self-drive hire vehicles.

### Trip

Any holiday or leisure trip and any work-related trip (business trip) undertaken by the insured person during the period of cover.

Journeys to and from the place of work are not considered a trip.

A trip within the home country is only covered if the insured person has booked at least one night's accommodation in a hotel or other paid accommodation in advance, or if the destination is at least 100 km from the insured person's place of residence.

### Travel services

Travel services include, for example, the booking of a flight, a boat, bus or train journey, a coach transfer or other transport to or from the holiday destination, or, once there, the booking of a hotel room, a holiday flat, a motorhome, a houseboat or the chartering of a yacht.

### Excess

Excess (co-payment) payable by the eligible cardholder when making a claim under the insurance for each insured loss.

### Unexpected illness

An illness is considered unexpected if it occurs for the first time after the insurance has been taken out or, in the case of an existing insurance policy, after the trip has been booked, and the specific symptoms of the illness prevent the trip from taking place. Deteriorations in pre-existing conditions are considered unexpected if no treatment has taken place in the six months prior to taking out the insurance or, in the case of an existing insurance policy, prior to booking the trip; check-ups are excluded from this.

### Accident

An accident occurs:

- a) if the insured person involuntarily suffers damage to their health as a result of a sudden external event affecting their body;
- b) if, as a result of increased physical exertion, a joint is dislocated or muscles, tendons, ligaments or capsules are strained or torn;
- c) in the event of damage to health resulting from lawful self-defence or from efforts to save human lives, animals or property.

### Immediately

Without culpable delay (Section 121 of the German Civil Code); focuses on the reasonableness of acting promptly, including from a subjective perspective.

### Holiday destination

Holiday destinations are defined as all locations on a trip that have been booked and insured. They are to be understood as a local authority area, including a radius of 100 km. This includes all routes between the holiday destinations and back to the place of residence.

### Insurer

#### **Inter Partner Assistance S.A. (IPA)**

Head Office for Germany  
Colonia-Allee 10-20  
51067 Cologne

### Policyholder

This is DZ BANK AG, Platz der Republik, 60265 Frankfurt am Main

### Insurance period

Insurance cover commences upon the effective conclusion of the credit card agreement. Insurance cover ends in all cases upon the effective termination of the credit card agreement.

### Pre-existing condition

A pre-existing condition is any existing and known illness, including its exacerbations and consequences. The only exceptions to this are exacerbations/consequences that last occurred more than six months prior to the conclusion of the insurance or the booking of the trip (whichever is earlier) and/or were treated with medication or therapy.

Check-ups are not considered such medical or therapeutic treatments, unless the illness subsequently diagnosed was identified based on the values/symptoms determined during the check-up.

Only unexpected illnesses that occur for the first time after the insurance was taken out or after the trip was booked (whichever is the more recent) and where the specific symptoms are so severe that they prevent the start of the trip or the continuation of the journey are therefore covered.

## Data protection information in accordance with Article 13 of the GDPR

We hereby wish to inform you about 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 where applicable) is provided by Inter Partner Assistance S.A., German Branch. Please note that if we need to process your health-related data, we require your consent to do so. In such a case, we will ask you separately for your consent to the collection and use of health data and for a waiver of confidentiality.

### Data Controller

, Inter Partner Assistance S.A., German Branch, Colonia-Allee 10-20, 51067 Cologne, represented by the chief representative, is the data controller responsible for the processing of your personal data.

### Legal basis and purposes of data processing and categories of recipients of personal data

The processing of your personal data is carried out in accordance with the provisions of the General Data Protection Regulation (GDPR), the Federal Data Protection Act and the data protection provisions of other laws but not limited to, the Insurance Contract Act.

In certain cases, the legal basis for the processing of your personal data is your explicit consent within the meaning of Article 6(1)(a) of the GDPR and/or Article 9(1)(2)(a) of the GDPR, insofar as it has been given to us. This is particularly the case where we need to process health-related data. In this case, we will seek your consent to the processing of such data and a waiver of our duty of confidentiality.

In other cases, we process your personal data for the purpose of exercising and fulfilling the rights and obligations arising from the group insurance contract (including any assistance services provided for therein) in accordance with Article 6(1)(b) of the GDPR. Some of this data is provided to us by the policyholder of the group insurance contract, whilst some is provided to us by you yourself in the event of a claim.

In some cases, we process your data based on a legal obligation within the meaning of Article

6(1)(c) of the GDPR. This applies, for example, to obligations arising from commercial and tax law provisions on data retention, from anti-corruption or anti-money laundering regulations, from compliance with sanctions regulations, or from our duty to provide advice. If we wish to process your data on a legal basis other than those mentioned above, we will inform you of this separately in advance.

In exceptional cases, we will process your data to safeguard your vital interests within the meaning of Article 6(1)(d) of the GDPR.

Finally, in some cases we process your data based on our legitimate interests or those of third parties within the meaning of Article 6(1)(f) of the GDPR. This is possible in particular in the following cases:

- for marketing purposes
- for opinion polls
- to prevent criminal offences
- to ensure our IT security and IT operations
- to prevent and investigate criminal offences,
- for risk management within the company and the AXA Group as a whole,
- for business management and the 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 comply with regulatory requirements.

Where we process your data based on legitimate interests, you have the right to object to this data processing at any time on grounds relating to your situation.

The processing and transfer of data takes place for the performance of the group insurance contract, including any assistance services contained therein (hereinafter the “group insurance contract”) (for example, to assess whether and to what extent an insured event has occurred) and to comply with record-keeping, information and reporting obligations, insofar as this is required by law, including text documents (such as correspondence) created and archived using automated systems in these matters.

No automated decision-making or profiling takes place.

If you apply for insurance cover, the provision of your personal data is necessary to assess the risk to be insured. If an insurance relationship is established, we process your data to fulfil this contractual relationship, for example for policy issuance or invoicing. And in the event of a claim or loss, we process the data to verify the occurrence of the insured event, assess the loss and, where applicable, provide you with the contractual insurance cover. Whenever we request personal data, we will inform you whether it is necessary for the provision of insurance cover. This is usually the case if the provision of personal data is part of your obligations under the insurance contract. Without this data, we will generally not be able to provide insurance cover or assistance services.

### **Categories of recipients of personal data**

The data relevant to the specific case may be transferred to the following bodies based on statutory provisions or official requirements:

- Tax office;
- Public authorities, in particular supervisory authorities;
- Courts and law enforcement agencies;

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

Insurance intermediaries or brokers, provided that you are assisted by such a party in relation to your insurance contracts

- Banks;
- external service providers and postal service providers;
- Legal advisers;
- reinsurers;
- Policyholders of the group insurance policy under which you are insured;
- other companies within the AXA Group, such as AXA Assistance Deutschland GmbH and Inter Partner Assistance Service GmbH.

### **Data transfers to third countries**

Should we transfer personal data to service providers outside the European Economic Area, such transfer will take place provided that the third country has been certified by the European Commission as having an adequate level of data protection or that other appropriate data protection safeguards (e.g. binding corporate rules or EU standard contractual clauses) are in place. If you are in a third country outside the European Economic Area and instruct 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, even if you have given us your consent to do so or if this is necessary to protect your vital interests or the vital interests of another insured person and you or the other insured person are unable, for physical or legal reasons, to give such consent.

### **Retention period**

We will only store your personal data for as long as is necessary to fulfil the purposes described above. We may also retain personal data for the period during which claims can be brought against us (statutory limitation periods of between three and thirty years may apply). Finally, we will store your data to the extent that we are legally obliged to do so under due to relevant obligations regarding evidence and retention, for example under commercial or tax law provisions or due to the requirements of anti-money laundering legislation. The storage period may exceed 10 years.

### **Your rights**

You have the right to request information about the personal data concerning you and to have your data corrected or – under certain legally defined conditions – deleted, or to have the processing restricted. You also have the right to receive the data you have provided in a structured, commonly used and machine-readable format.

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

Furthermore, you have the right to object at any time, on grounds relating to your situation, to the processing of your personal data based on the protection of legitimate interests.

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

You can reach us at the following contact details:

**Inter Partner Assistance S.A.****German Branch**

Colonia-Allee 10-20  
51067 Cologne

Tel.: **+49 (0)221 - 802 47-000**

Email: **[datenschutz@axa-assistance.de](mailto:datenschutz@axa-assistance.de)**

You can contact our Data Protection Officer by post at Inter Partner Assistance S.A., German branch, for the attention of the Data Protection Officer, Colonia-Allee 10-20, 51067 Cologne, or by email at

**[datenschutzbeauftragter@axa-assistance.de](mailto:datenschutzbeauftragter@axa-assistance.de)**.

Our Data Protection Officer is also available to answer any questions you may have regarding this statement.

If you believe that the processing of your personal data breaches data protection regulations, you

may lodge a complaint with the Data Protection Officer mentioned above or with a supervisory authority.

The contact details for the North Rhine-Westphalia supervisory authority are:

**The State Data Protection Commissioner  
North Rhine-Westphalia**

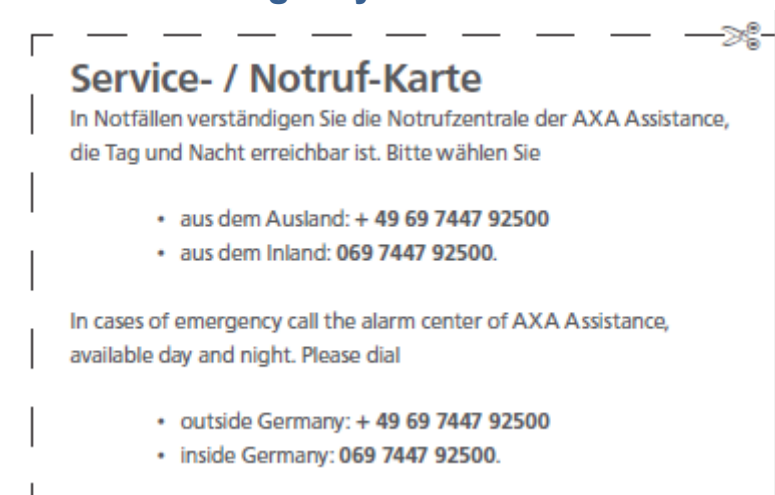
Kavalleriestraße 2-4  
40213 Düsseldorf

**Updates**

This privacy policy will be revised if we change the purposes or methods of data processing, or if changes are required by legislation or the practices of a supervisory authority. You can find the latest version of the privacy policy on our website: **[www.axa-assistance.de](http://www.axa-assistance.de)** under the menu item 'Privacy'.

We would also be happy to send you this privacy policy by post on request.

## Service / Emergency Contact Card



The image shows a service/emergency contact card with a dashed border and a scissors icon in the top right corner. The card contains the following text:

**Service- / Notruf-Karte**

In Notfällen verständigen Sie die Notrufzentrale der AXA Assistance, die Tag und Nacht erreichbar ist. Bitte wählen Sie

- aus dem Ausland: + 49 69 7447 92500
- aus dem Inland: 069 7447 92500.

In cases of emergency call the alarm center of AXA Assistance, available day and night. Please dial

- outside Germany: + 49 69 7447 92500
- inside Germany: 069 7447 92500.