

Insurance Policy 12_4311

The authorised holder of this insurance policy is insured as holder of a „Hahn Air transport document“ issued by Hahn Air.

Overview of Benefits

Transport Default Protection

• Transport Default Insurance

Reimbursement amounts:

- Costs for the reissued Hahn Air transport document for the insured that are in excess of the original Hahn Air transport document price, up to a limit of €125
- Costs for meals and overnight accommodation, up to €75
- Costs for transfer and telephone, up to €50

We are there for you

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

Phone +49.89.6 24 24-534

Fax +49.89.6 24 24-246

Important:

Describe as exactly as possible the facts of the case and have the necessary information at hand.

Should you have any questions about insurance benefits, please contact our

Service team:

Phone +49.89.6 24 24-460

Fax +49.89.6 24 24-244

E-mail: service-reise@allianz.com

Please send your loss report incl. the booking confirmation and further documentation either directly to your travel agency or to the Claims Department of AWP P&C S.A. (see address on the right) or notify us of the damage quickly and simply on the internet under www.allianz-reiseversicherung.de/schadenmeldung

Please note the following important information

Type of travel: valid only for travel with a Hahn Air transport document issued after 1st of April 2013

Scope of validity: world-wide

Single premium: valid for one person in each case

Insurance cover is provided only for the person(s) named on the Hahn Air transport document

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



Olaf Nink, General Representative

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

General Representative: Olaf Nink
Registration court: Munich HRB 4605
VAT ID No. DE 129274528
Insurance tax No. 802/V90802001910

AWP P&C S.A.
Public Limited Company incorporated under French law
Registered Office: Saint-Ouen (Frankreich)
Commercial register: R.C.S. Bobigny 519 490 080
Board of Management: Sirma Boshnakova (Chairman), Dan Assouline, Ulf Lange, Claudius Leibfritz, Lidia Luka-Lognoné, Mike Nelson, Sylvie Uziel, Eric Schneijdenberg

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. You can contact us by telephone at +49 89 624 24-460, by email at service-reise@allianz.com or by letter addressed to AWP P&C S.A., Beschwerdemanagement, Bahnhofstraße 16, D - 85609 Aschheim (near Munich). From March 2019 onwards, we will par-

ticipate in dispute settlement procedures before a consumer arbitration board, according to Section 2 of the Act on Alternative Dispute Resolution in Consumer Matters (Verbraucherstreitbeilegungsgesetz – VSBG). Further details about our complaints handling process is available from www.allianz-reiseversicherung.de/beschwerde.

For complaints about any insurance line, you can contact the German Federal Financial Supervisory Authority (BaFin), Graurheindorfer Strasse 108, D - 53117 Bonn, Germany (www.bafin.de).

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

Terms and Conditions for Insurance Cover of AWP P&C S.A., Germany Branch, for Transport Default Insurance

Hereinafter referred to as AWP

Transport Default Insurance AVB FAV E 12 HAH033

§ 1 What services does AWP offer as part of Assistance?

1. AWP offers help and support to the insured in the emergency situations named below for the duration of insurance coverage, and pays the costs incurred to the extent described in each case. AWP reserves the right to review coverage; services and cost assumption statements by Assistance and the hiring of service providers fundamentally include no acknowledgment to the insured of AWP's obligation to meet claims under the insurance policy.
2. AWP has contracted with Assistance to provide the round-the-clock services named below for the insured of AWP.
3. The insured may also contact the travel agency through which the Hahn Air transport document was booked, which will promptly contact Assistance in English or German to use the services in emergencies.
4. Assistance is helpful with reservations:
 - a) if the insured cannot leave the first departure location planned with the Hahn Air transport document due to insolvency of the performing carrier if the insolvency of the performing carrier is not more than 24 hours in the past at the time of the originally planned departure;

or

- b) if the insured has already used an Hahn Air transport document (of two or more transportation segments) and traveled one leg (return trip or round trip), would have an additional transportation on this Hahn Air transport document, and cannot leave the additional departure location with the Hahn Air transport document due to insolvency of the performing carrier.

§ 2 When is there insolvency of an carrier?

1. For carriers whose registered office is in Germany, an insolvency will begin, if
 - a) the judicial proceedings is opened or
 - b) the court refuses to open insolvency proceedings for lack of assets or
 - c) an extrajudicial arrangement with all creditors is reached.
2. For carriers whose registered office is NOT in Germany, there is a case of insolvency if elements of a case arise corresponding to elements of a case as described in no. 1 above according to the legal system of the country in which the carrier's registered office is located.
3. Insolvency is deemed to have occurred at the following times:
 - a) in the case of no. 1 (a) and (b), the date of the court decision;
 - b) in the case of no. 1 (c), the date on which agreement was reached with all creditors;
 - c) in the case of no. 2, the date on which the elements of the case arose according to the legal system of the country in which the carrier's registered office is located.

§ 3 Who is insured?

Insured persons are holders of an Hahn Air transport document (HR-169 ticket or Hahn Air booking confirmation).

§ 4 What is insured?

AWP will reimburse the insured for:

1. Documented transportation costs to begin or continue the journey going beyond the original Hahn Air transport document price, up to a maximum of € 125. If the costs are below the original Hahn Air transport document price, nothing is reimbursed.
2. Costs for meals and hotel accommodation, up to € 75.
3. Costs for transfer and telephone, up to € 50.

§ 5 In what cases is there insurance coverage?

There is insurance coverage:

1. if the insured cannot leave the first departure location planned with the Hahn Air transport document due to insolvency of the performing carrier if the insolvency of the performing carrier is not more than 24 hours in the past at the time of the originally planned departure.
- or
2. if the insured has already used an Hahn Air transport document (of two or more transportation segments) and traveled one leg (return trip or round trip), would have an additional transportation on this Hahn Air transport document, and cannot leave the additional departure location with the Hahn Air transport document due to insolvency of the performing carrier.

§ 6 When must the premium be paid? When does the insurance begin and when does it end?

1. The premium is included in the price of the Hahn Air transport document.
2. The insurance coverage begins no sooner than 24 hours before the originally planned first departure time according to the Hahn Air transport document, and ends no later than 24 hours after the originally planned departure time of the last transportation segment on the Hahn Air transport document.

§ 7 What claims are not covered by the insurance, and what restrictions should be observed?

There is no insurance coverage:

1. if the insured person cannot use the Hahn Air transport document due to other events;
2. for Hahn Air transport documents purchased after the performing carrier has become insolvent;
3. for claims due to strike, internal unrest, wartime events, nuclear energy, actions by higher authorities, and natural hazard;
4. for claims in areas for which the Foreign Office has issued a travel warning; if an insured person is on location at the time a travel warning is announced, the insurance coverage ends 14 days after announcement of the travel warning.
5. Insofar as insurance coverage or other benefits and/or the risks underlying insurance coverage would violate applicable economic or trade sanctions of the UN and/or the EU/EEA and/or other applicable national economic or trade sanctions.

§ 8 What must the insured person definitely observe in case of a claim?

The insured person is obligated:

1. to show evidence that the transportation was not executed on the planned date as a result of insolvency of the performing carrier;

2. to keep the damage as minimal as possible and to avoid unnecessary costs;
3. to report the damage to AWP without delay;
4. to describe the damaging event and the scope of damage, to truthfully give AWP any pertinent information, and to permit AWP to reasonably examine the cause and amount of the asserted claim. The insured must submit original invoices and receipts as evidence.

§ 9 When does the insured lose the right to insurance benefits through omission and time limitation?

1. If a duty is intentionally violated, AWP is not required to perform; in case of grossly negligent violation AWP is entitled to reduce its performance to a degree corresponding to the gravity of the insured's culpability.
2. The insured must demonstrate the absence of gross negligence. Except in cases of fraudulent intentions, AWP is required to perform insofar as the insured demonstrates that the omission was not causative for the activation, determination, or scope of AWP's performance obligation.
3. The claim for insurance benefits becomes time-barred in three years, counting from the end of the year in which the claim arose and the insured learned of the circumstances for asserting the claim, or should have learned absent gross negligence.

§ 10 When does AWP pay the compensation?

If AWP has determined the cause and amount of the performance obligation and if banking information was provided, the compensation is paid within two weeks. Reimbursement is paid exclusively by funds transfer to the account of a banking institution.

§ 11 What applies if the insured has compensation claims against third parties?

1. Compensation claims against third parties transfer to AWP up to the amount of the payment in accordance with the legal requirements, insofar as the insured person suffers no disadvantage thereby.
2. The insured person is required to document the legal transfer in this context at AWP's request.

§ 12 What form must be followed for submitting statements of intent?

Notices and statements of intent by the insured person and the insurer must be in text form (e.g., letter, telefax, E-mail) and must be written in English or German.

§ 13 Which court in Germany is competent for asserting the claims under the insurance contract? Which legal system applies?

1. In case of disputes the courts of Munich have jurisdiction and venue or, at the election of the insured person, the courts of the place in Germany where the insured person has his permanent domicile or residence at the time suit is filed.
2. The contract is governed by and shall be construed in accordance with German law insofar as it does not conflict with international law.

General information in the event of claim

What do you do in any case of damage?

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

If you cannot use the Hahn Air transport document due to the insolvency of the performing carrier, please apply to the travel agent that the Hahn Air transport document was booked through or to the Assistance within 24 hours.

What things are important if you incur costs because you cannot leave the departure location due to insolvency of the performing carrier? (Transportation Default Insurance)

Please provide us with the following documents:

- Copy of the Hahn Air that was not used due to the insolvency;
- The original new or other proof of incurred transportation costs;
- Original receipts for meals and accommodation.

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 framework of the statutory regulations.

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

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

a) Processing of your special categories of personal data

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

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

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

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

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

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

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

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

III To what recipients will we communicate your data?

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

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

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

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

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

IV How long will we retain your data?

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

V Where will your data be processed?

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

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

VI What are your rights?

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

Right of objection

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

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