

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@allianz-assistance.de

Please send your loss report incl. the booking confirmation and further documentation either directly to your travel agency or to the Claims Department of AGA International S.A. (see address on the right) or notify us of the damage quickly and simply on the internet under www.allianz-assistance.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 contractually agreed insurance payments are offered by AGA International S.A. in compliance with the Terms and Conditions of Insurance named below. Verbal agreements are invalid. Insurance tax is included in the premiums.



Olaf Nink, Chief Executive Officer

AGA International S.A.
Niederlassung für Deutschland
(Germany Branch)
Bahnhofstraße 16
D - 85609 Aschheim near Munich

Chief Executive Officer: Olaf Nink
Registration Court: München HRB 4605
VAT ID no: DE 129274528
Insurance tax no.: 9116 80200191

AGA International S.A.
Public limited company under French law
Registered Office: Paris (France)
Commercial register: R.C.S. Paris 519 490 080
Board of Management: Rémi Grenier (Chairman), Laurence Maurice, Lidia Luka-Lognoné, Dr. Ulrich Delius, Roland Rykart

For all classes of insurance, the Federal Insurance Supervisory Authority, Bundesanstalt für Finanzdienstleistungsaufsicht (BaFin), Graurheindorfer Straße 108, D - 53117 Bonn, Germany, is responsible for complaints.

The contract is governed by the laws of the Federal Republic of Germany, unless this conflicts with international law. Legal action based on the insurance contract can be brought by the policyholder or the insured person before the court with jurisdiction over the principal place of business or the branch of the insurer. If the policyholder or the insured person is a natural person, legal action can also be brought before the court in the district of which the policyholder or the insured person has his place of residence when the legal action is brought or, if he does not have a place of residence, his habitual place of abode.

Data protection:

In accordance with the provisions of the German Federal Data Protection Act, we hereby inform you that if a claim is filed your personal data which is required to implement the insurance contract will be stored. To check the application or the damage, inquiries will also be sent to other insurers and inquiries by other insurers will be answered. Moreover, data will be sent to the re-insurer. We draw your attention to the fact that your consent in this connection is valid beyond the end of the insurance agreement. The addresses of each recipient of data will be provided upon request.

Your AGA International S.A., Germany Branch

Terms and conditions of AGA International S.A., Germany Branch, for Transport Default Insurance

Hereinafter referred to as AGA

Transport Default Insurance AVB FAV E 12 HAH033

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

- AGA 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. AGA 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 AGA's obligation to meet claims under the insurance policy.
- AGA has contracted with Assistance to provide the round-the-clock services named below for the insured of AGA.
- 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.
- Assistance is helpful with reservations:
 - 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
 - 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?

- For carriers whose registered office is in Germany, an insolvency will begin, if
 - the judicial proceedings is opened or
 - the court refuses to open insolvency proceedings for lack of assets or
 - an extrajudicial arrangement with all creditors is reached.
- 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.
- Insolvency is deemed to have occurred at the following times:
 - in the case of no. 1 (a) and (b), the date of the court decision;
 - in the case of no. 1 (c), the date on which agreement was reached with all creditors;
 - 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?

AGA will reimburse the insured for:

- 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.
- Costs for meals and hotel accommodation, up to € 75.
- Costs for transfer and telephone, up to € 50.

§ 5 In what cases is there insurance coverage?

There is insurance coverage:

- 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

- 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?

- The premium is included in the price of the Hahn Air transport document.
- 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:

- if the insured person cannot use the Hahn Air transport document due to other events;
- for Hahn Air transport documents purchased after the performing carrier has become insolvent;
- for claims due to strike, internal unrest, wartime events, nuclear energy, actions by higher authorities, and natural hazard;
- 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.
- 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:

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

- to keep the damage as minimal as possible and to avoid unnecessary costs;
- to report the damage to AGA without delay;
- to describe the damaging event and the scope of damage, to truthfully give AGA any pertinent information, and to permit AGA 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?

- If a duty is intentionally violated, AGA is not required to perform; in case of grossly negligent violation AGA is entitled to reduce its performance to a degree corresponding to the gravity of the insured's culpability.
- The insured must demonstrate the absence of gross negligence. Except in cases of fraudulent intentions, AGA is required to perform insofar as the insured demonstrates that the omission was not causative for the activation, determination, or scope of AGA's performance obligation.
- 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 AGA pay the compensation?

If AGA 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?

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

- 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.
- 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.