

Your Policy Attachment Excess Protection PLUS

(Selbstbeteiligungs-Schutz PLUS)

Information on the insurer

Who are we?

Your contracting partner is
ERGO Reiseversicherung AG (ERV),
Thomas-Dehler-Straße 2, 81737 Munich, Germany.

Chairman of the Supervisory Board: Dr. Clemens Muth
Board of Management: Richard Bader (Chairman),
Christof Flosbach, Torsten Haase
Registered Office of Company: Munich
Commercial Register: Amtsgericht München
HRB 42 000, VAT Reg. No. DE129274536
Insurance Tax No. 802/V90802001324

What is our core business?

The core business of our Company is providing all types of travel insurance.

Information on the benefits

What insurance benefits do you receive?

The insurance covers the insured persons and hired vehicles as specified in the concluded tariffs. The scope of the insurance benefit is based on the agreed sum insured and the relevant loss or damage. You can find further details on the type and scope of our benefits in our Terms and Conditions. The Terms and Conditions specified in VB-ERV/CDW-SB PLUS 2018 apply to this policy.

When will you receive payment?

Once we have determined our liability, you will receive the payment immediately.

What do you have to know about the premium?

The one-time premium is documented on the premium note for each insurance policy. It includes the relevant insurance tax. If your permanent place of residence is in Germany, the following applies: The insurance tax for property insurance is 19%. If your permanent place of residence is not in Germany, the insurance tax of the respective country applies. It is stated on the premium note. The premium is due immediately after conclusion of the insurance policy. It must be paid upon receipt of the insurance certificate.

Please note: No benefits will be paid if you are in arrears with the payment of the one-time premium when the insured event occurs.

Information on the policy

How is the contract concluded?

When does your insurance cover begin?

The contract starts once the insurance has been taken out. Under the Excess Protection PLUS, your insurance cover begins with the agreed start of the insurance, but not before the time you take possession of the hired vehicle.

Can you revoke the conclusion of your policy?

You have the right to revoke insurance policies which have a term of at least one month. Please take note of the following revocation notice.

– Revocation notice –

Right of revocation:

You can revoke your contractual declaration in writing (e.g. letter, email) within 14 days without giving reasons. The period begins after you have received, in writing, the insurance policy, the contractual provisions, including the general terms and conditions of insurance, the additional information pursuant to § 7 par. 1 and 2 of the Insurance Contract Act (VVG) in conjunction with §§ 1 to 4 of the Decree on Information Duties (VVG-InfoV) and this revocation notice respectively; with contracts in electronic business transactions, however, not before the fulfilment of our obligations in accordance with § 312i par. 1 sentence 1 of the Civil Code (BGB) in conjunction with article 246c of the Introductory Act to the Civil Code (EGBGB). To comply with the revocation deadline, it is sufficient that you send the revocation within the specified period.

Send the revocation to:
ERGO Reiseversicherung AG
Postfach 800545, 81605 Munich
Email: contact@ergo-reiseversicherung.de

Consequences of revocation:

In the case of an effective revocation, the insurance cover ends and we reimburse you the portion of the premium outstanding after receipt of the revocation if you have consented to insurance cover beginning prior to the end of the revocation period. We reserve the right to withhold the portion of the premium that is allocated to the period until receipt of the revocation; this refers to the amount calculated pro rata per day.

Amounts to be repaid will be reimbursed immediately, at the latest 30 days after receipt of the revocation. If insurance cover does not begin before the end of the period of revocation, the effective revocation means that payments received must be refunded and uses made thereof (e.g. interest) must be returned.

If you have exercised your right of revocation effectively in accordance with § 8 of the Insurance Contract Act (VVG), you are also no longer bound to any contract linked to the insurance contract. A linked contract exists if it has reference to the revoked contract and pertains a service provided by the insurer or a third party on the basis of an agreement between the third party and the insurer. A contractual penalty may be neither agreed nor claimed.

Special notes: Your right of revocation expires if the contract has been fully performed upon your explicit request both by you and by us, before you exercised your right of revocation.

– End of the Revocation Notice –

How can the contract be terminated?

When does your insurance cover end?

You do not have to cancel your policy. It expires automatically. Under the Excess Protection PLUS, your insurance cover ends with the agreed point in time, but no later than the time you return the hired vehicle.

What law will be applicable to the policy?

Where legally permitted, German law will apply to this insurance policy and preparations leading up to it.

At what court can you assert your claims?

If you would like to clarify any issues arising from the insurance policy with us in court, you can choose between these courts of jurisdiction: Munich or the court at your place of residence or your permanent place of residence at the time the complaint is filed.

What is the contract language?

What applies to declarations of intent?

The German language is relevant for the policy provisions and further information as well as the communication during the term of the contract. Declarations of intent must be in writing (e.g. letter, email). Verbal agreements are invalid.

What are your options when making complaints?

You have the option to send your questions or complaints to Bundesanstalt für Finanzdienstleistungsaufsicht (BaFin), Graurheindorfer Straße 108, 53117 Bonn. We do not participate in dispute settlement procedures before a consumer conciliation board.

ERGO Reiseversicherung AG



Bader



Haase

Contact

If you have any questions on your insurance cover, our Service Centre will be pleased to assist you on

+49 89 4166-1727

from Monday to Friday between 7 a.m. and 9 p.m.
and Saturday between 9 a.m. and 4 p.m.

Email:

contact@ergo-reiseversicherung.de

Internet: www.ergo-reiseversicherung.de

Address: ERGO Reiseversicherung AG
Thomas-Dehler-Straße 2
81737 Munich, Germany

Information on data protection

Hereinafter please find information on the processing of your personal data and on the rights you have in accordance with applicable data protection law.

Who is responsible for data processing?

ERGO Reiseversicherung AG (ERV)
Thomas-Dehler-Straße 2
81737 Munich, Germany
Telephone: +49 89 4166 - 1727
Fax: +49 89 4166 - 2717
Email: contact@ergo-reiseversicherung.de

Should you have any questions, please contact our data protection officer at the above address or at: datenschutz@ergo-reiseversicherung.de

For what purposes and on what legal basis will your data be processed?

We will process your personal data in accordance with the EU General Data Protection Regulation (GDPR), with the German Federal Data Protection Act (BDSG), with the relevant provisions of the Act on Insurance Contracts (VVG) and with any and all other relevant laws and regulations. In addition, our company accepted the "Code of conduct for the handling of personal data by the German insurance business" as binding, which sets out the above-stipulated laws and regulations in more detail and in a form that is tailored to the insurance business. If you would like to take out an insurance with our company, you will be obliged to disclose your personal data to us in order to allow us to conclude the contract and to assess the risks we are to accept. If an insurance contract is concluded, we shall process your data in order to issue the policy to you or to send you an invoice. In case of any damage and for the payment of insurance benefits, we shall require information in order to verify your insurance cover and to calculate the benefits you will receive. Without processing your personal data, an insurance contract cannot be concluded and/or executed.

In addition, we shall require your personal data in order to prepare insurance-specific statistics, e.g. for the development of new insurance tariffs or in order to fulfil regulatory requirements.

The legal basis for the processing of your personal data for precontractual and contractual purposes is article 6, para. 1b) of the GDPR. To the extent we require specific categories of personal data such as your health information, we shall obtain your consent in accordance with article 9, para. 2a) in conjunction with article 7 of the GDPR. The preparation of any statistics for such data categories shall be based on article 9, para. 2j) of the GDPR in conjunction with section 27 of the Federal Data Protection Act.

Another reason for the processing of your data is the protection of our legitimate interests or those of third parties (article 6, para. 1f) of the GDPR). This might be necessary:

- in order to guarantee IT security and IT operations;
 - in order to prevent and investigate criminal offences.
- In particular, we use data analyses in order to detect any indication of insurance fraud.

In addition thereto, we shall process your personal data in order to comply with our statutory obligations, including but not limited to regulatory requirements, retention obligations in accordance with trade and tax law or our obligation to provide advice. In such case, the legal basis for the processing of your data shall be the statutory regulations in conjunction with article 6, para. 1c) of the GDPR.

Who are the recipients of your personal data?

Brokers:

If you use the services of an insurance broker, such broker shall process your personal data to the extent such data are required in order to conclude and execute the relevant contract. The broker shall disclose such data to us. We shall also disclose data to the broker to the extent such broker needs information in order to provide you with services and advice regarding your insurance and financial services matters.

Third-party service providers:

We cooperate with certain third-party service providers in order to fulfil our statutory obligations. The list of service providers contains all companies with which

we maintain lasting business relationships. Please go to www.ergo-reiseversicherung.de for the most current version.

How long do we store your personal data?

We shall store your data during the term of your contract. In addition, we shall store your personal data in order to fulfil our statutory obligations to provide evidence and our statutory retention obligations. Such obligations result from the German Commercial Code, the Fiscal Code and the Money Laundering Act. The retention periods have a duration of up to ten years.

What rights do you have?

You have a right to request information on, correction and deletion of your data and to demand restrictions of processing. Upon request, we shall provide you with the data you disclosed to us in a structured, customary and machine-readable format. Please contact us at the above-stipulated address if you wish to inspect or change any of your data.

Do you have any complaints regarding the processing of your data?

Please contact our data protection officer as stipulated above or the competent regulatory authority for data protection. The regulatory authority for data protection competent for our company is:

Bayerisches Landesamt für Datenschutzaufsicht (BayLDA)
Promenade 27
91522 Ansbach

Are automated decisions in the individual case possible?

Based on the information you provide regarding any insured loss and on the data stored in connection with your contract as well as any information provided in this regard by a third party, if any, we will make a fully automated decision on our obligation to pay benefits. Such fully automated decisions are based on our company's regulations on the weighting of information.

Important information for claims (the Terms & Conditions VB-ERV / CDW-SB PLUS 2018 apply)

What to do in every case of a claim?

Keep the damage to a minimum and report the claim immediately.

Immediately report the claim to:

TAS Touristik Assekuranz-Service GmbH
Leistungsabteilung
Lurgallee 16
60439 Frankfurt / M.

or send an e-mail to:
tas-schaden@ergo-reiseversicherung.de

Please supply the appropriate documents (originals upon request) as proof of the insured event.

Always submit:	
<input type="checkbox"/>	Proof of insurance
<input type="checkbox"/>	Booking documents for the hired vehicle
<input type="checkbox"/>	Vehicle insurance contract
<input type="checkbox"/>	Invoice of the vehicle hire company incl. evidence of the amount of the actual loss incurred (cost estimate, repair bill)

Additionally to be submitted (depending on the type of claim):	
<input type="checkbox"/>	Accident report or police report
<input type="checkbox"/>	Handover reports / damage report of the vehicle hire company

If you have any questions regarding the claims handling process we will be pleased to assist you Mon. - Fri. from 9 a.m. to 5 p.m. on +49 69 60508-73.

Terms and Conditions for Excess Protection PLUS provided by ERGO Reiseversicherung AG (VB-ERV / CDW-SB PLUS 2018)*

The subsequent provisions and the glossary apply to your Excess Protection PLUS with ERGO Reiseversicherung AG, hereinafter referred to as ERV.

General Terms and Conditions

1. Who is the insured person?

You are the insured person if you are the person named in the insurance documents or you belong to the group of persons described in them. As an insured person, you have insurance cover. The insurance also covers persons who according to the hire agreement are also entitled to drive the vehicle in addition to yourself.

2. Who can be the →policyholder?

- 2.1 The →policyholder can be whoever has his / her permanent place of residence or registered office in Germany or another EU / EEA country.
- 2.2 If risk periods up to four months are insured, the following applies: Anyone, who makes his / her

contractual declaration in Germany or in an EU / EEA country, can be the →policyholder. Proof that these requirements are met must be provided at our request. If they are not met, no insurance policy has been concluded despite payment of the premium.

3. Which vehicle is insured?

The vehicle you hired for which you concluded an Excess Protection PLUS is insured.

4. When does your insurance cover begin and end?

- 4.1 Your insurance cover begins on the agreed commencement of the insurance, but not before the time you take possession of the hired vehicle.
- 4.2 Your insurance cover ends at the agreed time and date, but not later than the time you return the hired vehicle.

4.3 Are you unable to return the hired vehicle as planned for reasons for which you are not responsible? In this case, your insurance cover is extended beyond the date that was originally agreed with us.

5. What must you take into account when paying the premium?

- 5.1 Deviating from § 33 para. 1 German Insurance Contract Act. (VVG), the one-time premium is due immediately after conclusion of the insurance policy. It must be paid upon receipt of the insurance policy.
- 5.2 If the premium has not been paid when the insured event occurs, we will not pay any benefits. This does not apply if the →policyholder is not responsible for non-payment.

* Important: The information contained in this English version of the Terms and Conditions for Excess Protection PLUS is provided as a courtesy translation only. In the event of any dispute as to the contents and interpretation of the Terms and Conditions of Insurance, the German original version of the Terms and Conditions of Insurance, entitled: "Versicherungsbedingungen für den Selbstbeteiligungs-Schutz PLUS der ERGO Reiseversicherung AG (VB-ERV / CDW-SB PLUS 2018)" shall prevail at all times.

5.3 The following applies to the direct debit scheme: The payment is considered to be on time if we can debit the premium on its due date and the account holder does not object to the authorised direct debit. If we cannot debit the premium through no fault of the →policyholder, then the payment is still on time, if it is made →immediately after a request for payment has been issued in writing.

6. What is insured?

6.1 The vehicle hire company you used is charging you for the excess due under the insurance policy. We will pay this charge in the following cases up to a maximum of the insured sum:

- a) The hired vehicle was stolen.
- b) The hired vehicle was damaged or destroyed in an accident on a public road, by vandalism or attempted theft.

This is subject to: The existing (main) comprehensive vehicle insurance will cover this damage.

6.2 The hired vehicle's underbody, tyres, windscreen, side windows and rear window, outside mirror(s) or roof were damaged in an accident on a public road. The existing (main) comprehensive vehicle insurance does not cover this damage. In this case we will pay the costs due under the contract which are necessary for the repair of the hired vehicle and for which your vehicle hire company charges you for the repairs. Contrary to clause 7.1 we will pay this benefit up to a maximum of the sum insured.

7. What is not insured?

The following are not insured:

- 7.1 Damage not covered by the vehicle hire company's existing (main) comprehensive vehicle insurance.
- 7.2 Damage to the sump.
- 7.3 Damage to the hired vehicle's interior fitments.
- 7.4 Damage as a result of the loss of or damage to the vehicle's key.
- 7.5 Damage incurred while an unauthorised person was driving the hired vehicle.
- 7.6 Damage incurred through the wilful causation of the insured event by the driver of the hired vehicle. If the driver caused the insured event by gross negligence we may reduce our benefit commensurate with the gravity of the driver's culpability.
- 7.7 Driving while under the influence of alcohol, drugs or medication subject to the driver being incapable of driving the vehicle safely as a result.
- 7.8 Damage caused while participating in competitions. The associated practice drives are also excluded.
- 7.9 Damage associated with any use of the hired vehicle which infringes the vehicle hire agreement.
- 7.10 Damage incurred while driving on roads, the use of which were excluded under the vehicle hire agreement, as well as damage which was not caused through an accident on a public road. However, the insurance coverage includes damage incurred on camp sites.
- 7.11 Damage caused by incorrect operation and wear.
- 7.12 Damage caused by →natural events, strikes or other form of industrial action, nuclear energy or other ionising radiation, seizure and other →actions of higher authority, the use of Chemical, Biological, Radiological and Nuclear (CBRN) weapons.
- 7.13 Not covered by the insurance is damage caused by war, civil war, events similar to war, civil unrest. What happens if you are in a country in which one of these events occurs? You are then covered by the insurance for the first 14 days after the start of the respective event. This extension will not apply if you actively participate in one of these events.

8. What obligations do you have after the insured event has occurred?

- 8.1 You must submit the following documents to us so that we can process your claim:
 - A) Proof of insurance.
 - B) The completed claims form.
 - C) The booking documents for the hired vehicle including evidence of the agreed excess.
 - D) The vehicle insurance contract including the terms and conditions of insurance.
 - E) The vehicle hire company's invoice for the excess which was charged or the repair costs which were invoiced. This must contain evidence of the amount of the actual loss incurred (cost estimate, repair bill).

F) If applicable: Benefit documentation from the vehicle insurer.

G) In the event of damage caused by a road traffic accident, vandalism or attempted theft: handover report or other appropriate documents showing existing damage on taking possession of the hired vehicle; handover report showing condition of the vehicle on its return or the vehicle hire company's damage report; if appropriate, photos of the damage incurred.

H) In the event of damage caused by theft, other criminal offences and road traffic accidents: proof that the damage was reported to the police (example: police report, accident report). You must report the incident →immediately to the local police station appropriate for the incident. If this is not possible you must report the incident to the nearest accessible police station.

I) Evidence of the excess you were charged and which you paid.

J) Confirmation from your vehicle hire company that you reported the damage →immediately.

8.2 Furthermore, you must:

A) Avoid anything, which could result in unnecessary costs (obligation to mitigate loss).

B) Notify the damage to us →immediately.

C) Describe the events leading to the claim and the consequences truthfully.

D) Allow us to carry out any reasonable investigations into the cause and amount of the damage and the extent of our liability.

E) Give us any relevant information truthfully.

9. What consequences does a breach of obligations have?

9.1 You will lose insurance cover if you wilfully breach the above-mentioned obligations.

9.2 In the case of gross negligence, we can reduce the payment of benefits in proportion to the severity of your fault. Unless you prove that you did not breach the obligations with gross negligence.

9.3 Your insurance cover remains effective if you can prove that the breach of obligation was not the cause of the occurrence or the determination of the insured event, nor of the determination or the scope of the benefit. This will not apply in the case of fraudulent intent.

10. When will you receive payment?

10.1 Once we have determined our liability, you will receive the payment →immediately.

10.2 Any costs, which you have incurred in a foreign currency, will be reimbursed in Euro. The exchange rate will be based on the rate applicable on the day on which you paid these costs.

11. What applies if there are claims against third parties?

11.1 If a third party is liable to pay compensation for the insured event, these claims are passed on to us if we have paid compensation for the damage. The transfer of the claim cannot be asserted to the detriment of the →policyholder or insured person.

11.2 You are obliged to assign the claims for compensation to us in accordance with 11.1 if we have paid compensation to you.

11.3 Are you entitled to claims for compensation from other insurance policies under private law? Then these benefit commitments shall take precedence. If you notify the insured event to us, we will make an advance payment and settle the claim in accordance with the terms and conditions of insurance.

12. Which law applies? Which court is responsible?

12.1 Where legally permitted, German law will apply to this policy.

12.2 If you would like to clarify any issues arising from the insurance policy with us in court, you can choose between the following courts of jurisdiction:

- A) Munich.
- B) The court at your place of residence or your permanent place of residence at the time the complaint is filed.

12.3 If we need to clarify something with you in court, the court at your place of residence or your permanent place of residence will be responsible.

12.4 We do not participate in dispute settlement procedures before a consumer conciliation board.

13. Which limitation periods must you take into account?

13.1 Your claims arising from the insurance policy are subject to a limitation period of three years. The limitation period commences at the end of the year in which the claim originated and in which you became or ought to have become aware of it.

13.2 Have you notified your claim to us? The limitation period is then suspended until you receive our decision.

Glossary

Actions of higher authority:

Actions of higher authority are measures taken by the authorities, e.g. towing of the hired vehicle.

Foreign Office:

The Foreign Office together with the missions abroad make up the Foreign Service. The Foreign Office publishes extensive information on all countries in the world, (e.g. travel and safety information, travel warnings).

Contact details are:

Postal address: Auswärtiges Amt, 11013 Berlin

Switchboard: +49 30 -18 170 (24 h service)

Fax: +49 30 -18 17 34 02

Internet address: www.auswaertiges-amt.de

Immediately:

Without culpable delay.

Natural events:

Natural events are: explosions, storm, hail, lightning, high water levels, flooding, avalanches, volcanic eruptions, earthquakes, landslides.

Policyholder:

The policyholder is the person who has concluded an insurance policy with us.