

Confirmation of Insurance Cover

for Mastercard® Business cardholders



First Data Deutschland GmbH, Frankfurt, has concluded comprehensive insurance cover with AWP P&C S.A., Aschheim (bei München), for the benefit of holders of a valid Mastercard® Business. For details please refer to the attached terms and conditions of insurance.

Your benefits at a glance

Transport Business Travel Accident Insurance

Provides compensation in the event of an insured accident during the trip that leads to permanent invalidity or the death of the insured person and that takes place whilst using transport within the country in which the insured person has his / her permanent place of residence.

Foreign Business Travel Accident Insurance

Provides compensation in the event of an insured accident during the trip that leads to permanent invalidity or the death of the insured person and that takes place outside the country in which the insured person has his / her permanent place of residence

Where to seek help if you have questions and in emergencies

If you have questions on insurance benefits ...

... we will be glad to help. Please use our service times from 8.30 am to 7 pm on Mondays to Fridays and Saturdays from 9.00 am to 2.00 pm (excluding public holidays) for this purpose.

You can reach our service centre via

Telephone +49 (0) 89 6 24 24 - 548

Telefax +49 (0) 89 6 24 24 - 244

E-mail: service-reise@allianz.com

If you require help in an emergency...

... the Assistance is there to help you. Our 24-hour emergency service can offer you rapid and expert help round the clock anywhere in the world!

Telephone +49 (0) 89 6 24 24 - 548

Telefax +49 (0) 89 6 24 24 - 246

If you would like to report a claim to us ...

... you can do that quickly, easily and at any time at

www.allianz-reiseversicherung.de/schadenmeldung

(Alternatively also by post to our Claims Department):

AWP P&C S.A.

German branch office

Claims Department

Bahnhofstraße 16

D - 85609 Aschheim (bei München)

You can reach us by telephone or by fax under the service numbers referred to above.

Insurance companys' address

Allianz  **Travel**



Olaf Nink, CEO

AWP P&C S.A.

German branch office

Bahnhofstraße 16

D - 85609 Aschheim (bei München)

CEO: Olaf Nink

Registry court: Munich HRB 4605

AWP P&C S.A.

plc under French law

Company's registered office: Saint-Ouen (France)

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

Board of management: Rémi Grenier (chairman), Dan Assouline,

Fabio de Ferrari, Ulf Lange, Claudius Leibfritz, Lidia Luka-Lognoné,

Mike Nelson, Sylvie Ouziel

Main business activity: The company is an insurance company and provides principally travel insurance.

This translation is for information purposes only. In the event of any conflict or inconsistency between the German and the English versions, the German original shall prevail.

Contractual Data

The Contractual Data refers to the insurance terms and conditions. Together with the insurance terms and conditions, they determine the exact scope of the insurance.

Standard Terms and Conditions of Insurance

Policyholder:

First Data Deutschland GmbH
Konrad-Adenauer-Allee 1
61118 Bad Vilbel

Insured persons (§ 1):

Insured person is the legitimate holder of a valid Mastercard® Business (hereafter referred to as the credit card).

Area of validity (§ 2):

Transport Business Travel Accident Insurance covers all business trips in the country in which the cardholder has his permanent place of residence.

Foreign Business Travel Accident Insurance covers all business trips outside the country in which the cardholder has his permanent place of residence.

Beginning of insurance cover / end of insurance cover (§ 3):

1. For customers who are in possession of a valid credit card on 01.01.2016:
The insurance cover of all insurance benefits starts on 01.01.2016.
2. For all customers who apply for a new credit card from the 01.01.2016:
The insurance cover of all insurance benefits listed below starts on the date of the application for the credit card subject to the conclusion of a valid credit card contract.

All insurances apply to travel within the insured periods of time.

Required use of the card (§ 4):

As part of the Foreign Business Travel Accident Insurance the insurance cover will apply irrespective of whether the credit card is used as a means of payment for the trip.

As part of the Transport Business Travel Accident Insurance the insurance cover will apply dependent on whether the credit card is being used as a means of payment.

Special obligations (§ 6 no. 4):

The insured person must provide suitable evidence that the trip has in fact been a business trip.

Transport Business Travel Accident Insurance

Scope (§ 1 no.1 a)):

1. Assuming that the transport company or car hire company is paid in accordance with § 4 of the Standard Terms and Conditions of Insurance, insurance cover is provided:
 - a) from entering to leaving the
 - public transport vehicle,
 - hire car (car, estate car),
 - hired motor caravan;

- b) as a passenger on direct or round trips by air in a propeller or jet aircraft or in a helicopter (not however as the pilot (also of a hobby aircraft) or as any other member of the crew of an aircraft) from the time of arriving at the airport area to the time of leaving, including the flight;
 - c) from entering to leaving the airport, including the total airport area. Should public transport be used in order to reach and/or to leave the airport, the direct trip straight to or from the airport is also insured – the same applies to substitute transportation provided by the airline. In the case of the trip to the airport, cover is only provided if it can be proved that the subsequent flight was paid for with the credit card(s) referred to in § 1 of the Standard Terms and Conditions of Insurance.
 - d) during an overnight stay as a guest in a hotel building; and this assuming that the transport company / hotel accepts the credit card as a means of payment and the credit card is used to pay for transport and the hotel.
2. In the case of rental of a hire car or accommodation in a hotel, insurance cover is only provided if the traveller confirms by the signature in the car hire rental contract, in the hotel registration form or in some other written form in each individual case that payment was made by means of the credit card(s) referred to in § 4 of the Standard Terms and Conditions of Insurance or that a down payment was made by means of one of these credit cards.

Amount insured in the event of death (§ 3):

€ 80,000.00

Amount insured in the event of invalidity (§ 4):

Up to € 160,000.00

Limitations (§ 5 nos. 2 and 3):

No. 2: considered not to have been agreed

No. 3: cumulative risk (maximum compensation paid to all the insured persons injured in an insured event covered through Mastercard® Business): € 250,000.00.

Foreign Business Travel Accident Insurance

Scope (§ 1 no.1 b)):

Insurance cover is provided for accidents incurred by the insured person on a business trip in a foreign country.

In using public transport (including all-inclusive trips by air, rail, bus and ship) insurance cover begins as soon as the foreign business trip starts in the home country with the departure from home (or, as the case may be, on departure from the place of work) and ends on the return to the private home or place of work provided that in each case the most direct route is taken to the destination of the business trip or to the home location.

For the rest, the terms of the above Transport Business Travel Accident Insurance will apply.

Standard Terms and Conditions of Insurance (AVB)

(abbreviated to: AVB AB 14 KI FDD)

On behalf of the savings institutions ("Sparkassen")/banks that the policyholder has concluded in the area covered by the group insurance contract concluded with AWP P&C S.A., Bahnhofstraße 16, D - 85609 Aschheim (bei München), the policyholder has agreed comprehensive insurance cover for the insured persons referred to in the Contractual Data on the basis of the terms and conditions printed below. The premium for these insurance policies is paid by First Data Deutschland GmbH or your bank out of the annual card subscription fee. The following rules under §§ 1 to 11 apply to all insurances of the persons insured through this credit card.

§ 1 Who is insured?

The insured persons are those persons referred to in the Contractual Data or the group of individuals described there. The insured person is entitled to exercise the rights in the insurance contract directly. Should two or more credit contracts have been concluded, insurance benefits may only be claimed once. The insurance benefits are not accumulative.

§ 2 What is the area covered by the insurance?

The area of validity for the individual insured parties is set out in the Contractual Data.

§ 3 When does the insurance begin and end?

Unless anything to the contrary has been agreed in the Contractual Data and subject to the conclusion of a valid credit card contract, the insured person will be covered from the time the credit card is applied for and cover will end as soon as the termination of the credit card contract comes into force.

§ 4 Is insurance cover conditional on the use of a credit card as a means of payment?

The provisions referred to in the Contractual Data will apply.

§ 5 In which cases is no insurance cover provided?

- The following situations are not insured
 - damage caused by strikes, nuclear energy, confiscation and other actions by sovereign authorities as well as damage incurred in areas covered by a travel warning issued by the German Foreign Office at the time this area was entered. Should an insured person actually be in the area concerned at the time the travel warning is issued, insurance cover will end 14 days after publication of the warning; insurance cover will continue in spite of the travel warning should the end of the trip be postponed for reasons for which the insured person is not responsible;
 - damage caused by war, civil war and warlike events. Insurance cover will still be provided however if the damage occurs within the first 14 days after the beginning of the events; insurance cover will however continue should the end of the trip be postponed for reasons for which the insured person is not responsible. Insurance cover will however not be provided under any circumstances should the insured person be in a country on whose territory war or civil war is already taking place or should an outbreak be foreseeable. Damage as a result of active participation in war, civil war or warlike events is not insured;
 - damage caused intentionally by the insured person;
 - expeditions, unless anything else has been agreed;
 - damage caused indirectly or directly through the use of atomic, biological or chemical weapons materials.
- Should the insured person not have a residence in the EU or the EEA, insurance cover will only be provided for travel within Europe or in Mediterranean coastal states.
- No insurance cover will be provided in the event of economic, trade or financial sanctions or an embargo imposed by the European Union or the Federal Republic of Germany that are directly applicable to the contractual parties and that are contrary to insurance cover. This will also apply in the event of economic, trade or financial sanctions or an embargo imposed by the United States of America unless this is contrary to European or German law. The remaining provisions of the contract are not affected.

§ 6 What must the insured person do under all circumstances in the event of a claim (Obligations)?

The insured person is required to:

- keep damage as low as possible and avoid unnecessary costs;
- notify AWP of the damage immediately;
- describe the incident that caused the damage and the amount of damage, give AWP a truthful account of all relevant information and allow AWP to make a reasonable check on the cause and the amount of the claim lodged. The insured person is required to submit the originals of invoices and other documents as proof and, should this be necessary, release doctors – including doctors provided by the Assistance – from their confidentiality to the extent that knowledge of this information is necessary in order to assess the obligation to provide benefits and the scope of these benefits. AWP will not be required to provide benefits should it not be able to establish the amount and the scope of its obligation because the insured person refuses to release the doctor from his obligation to confidentiality and not enable AWP to determine its obligation in any other way;
- provide suitable evidence of the nature of the trip in accordance with the Contractual Data;
- provide suitable evidence of the start date of the trip.

§ 7 When does AWP pay compensation?

Provided AWP has established its obligation to pay and the amount of the benefit, compensation will be paid within two weeks. Payment will be made solely by transfer into a bank account.

§ 8 What happens should the insured person have claims for damages against third parties?

- In accordance with the provisions of the law, claims for damages against third parties are transferred to AWP up to the amount of the payment made, provided that the insured person does not incur any disadvantage as a result.
- Subject to this limitation, the insured person is required to confirm the transfer of rights in writing, should AWP request this.
- Obligations by other insurers or social insurance institutions to pay benefits have priority over AWP's obligation to indemnify. AWP will be obliged to pay in advance provided claims are initially made against it through the submission of original invoices.

§ 9 When does the insured person lose entitlement to insurance benefits if obligations are infringed or should the claim have become time expired?

- Should an obligation have been deliberately infringed, AWP is absolved from its obligation to pay benefits; in the event of a grossly negligent infringement, AWP is entitled to reduce the benefit in proportion to the seriousness of the insured person's infringement.
- The insured person is required to prove that he was not guilty of gross negligence. Except in cases of fraudulent intent, AWP is required to pay benefits provided that the insured person can prove that the infringement of the obligation was the cause neither of the occurrence nor the discovery nor the degree of AWP's obligation to provide benefits.
- The claim to insurance benefits will expire in three years calculated from the end of the year in which the claim occurred and the insured person learnt of the circumstances justifying the assertion of a claim or should have learnt in the absence of gross negligence.

§ 10 What is the stipulated form for the submission of declarations of intent?

- Notices and declarations of intent by the insured person and the insurer must be in text form (e.g. by letter, fax or e-mail).
- Insurance brokers are not authorised to accept such documents.

§ 11 Which court in Germany is responsible for the assertion of claims under the insurance contract? Which law is applicable?

- At the insured person's option, the place of jurisdiction is Munich or the place in Germany in which the insured person has his permanent residence or his habitual place of abode at the time the suit is filed.
- The contractual relationship is subject to German law unless this contradicts international law.

Transport Business Travel Accident Insurance and Foreign Business Travel Accident Insurance

(Abbreviated to AVB DUV 14 KI FDD)

§ 1 What is insured? What is an accident?

- a) Transport Business Travel Accident Insurance:** AWP provides insurance benefits from the amount insured should an accident during a business trip within the agreed area of validity whilst using a means of transport or spending the night in a hotel in accordance with the Contractual Data lead to the death or permanent invalidity of the insured person.
 - b) Foreign Business Travel Accident Insurance:** AWP provides insurance benefits from the amount insured should an accident during a business trip in a foreign country and in accordance with the Contractual Data lead to the death or permanent invalidity of the insured person.
2. An accident will have occurred
- should the insured person involuntarily suffer damage to his / her health as a result of a sudden external event impacting his / her body;
 - should a limb be dislocated or muscles, tendons, ligaments or capsules be pulled or torn as a result of over-exertion.
- In the event of frostbite, the benefits referred to under § 5 no. 2 will be granted.

§ 2 Under what circumstances is no insurance cover provided?

The following are not covered by the insurance:

- accidents caused by mental disturbances or impaired consciousness, strokes, cramp attacks that affect the whole body as well as pathological disturbances as a result of psychic reactions; this also applies should the condition be due to the influence of alcohol or drugs;
- accidents incurred by the insured person whilst intentionally committing a crime;
- accidents incurred by the insured person as pilot of an aeroplane (also hobby aircraft) as well as any other member of the crew of an aircraft;
- damage to health caused by healing measures and other surgical actions on the insured person's body carried out with his consent, radiation, infections and poisoning unless these are due to the accident;
- internal bleeding and cerebral haemorrhage unless the accident suffered during the trip is the predominant cause;
- pathological disturbances as a result of psychological reactions, irrespective of how they were caused.

§ 3 What benefits does AWP provide in the event of the insured person's death?

Should the accident lead to the insured person's death within a period of one year, AWP will pay the heirs the sum insured agreed in the Contractual Data.

§ 4 What benefits does AWP provide in the event of the insured person's permanent invalidity?

Should the accident lead to a permanent impairment of the insured person's mental or physical capacity (invalidity) he / she will be entitled to a claim from the amount insured for invalidity in accordance with the Contractual Data.

- Invalidity must occur within a period of one year at the latest after the accident and also be medically established and claimed within a further period of three months.
- The amount of compensation is governed by the degree of invalidity. Subject to exclusion of evidence of greater or lesser invalidity, the following degrees of invalidity apply
 - in the event of the loss or incapacity

of an arm	70 %
of a hand	55 %
of a thumb	20 %
of a finger	10 %
of a leg	70 %
of a foot	40 %
of a toe	05 %
of an eye	50 %
of hearing in one ear	30 %
of the sense of smell or taste	10 %

- In the event of the partial loss or an impairment of the functioning of one of these limbs or senses, the appropriate part of the percentage will be determined by a).
 - Should limbs or senses be affected by the accident but their loss or incapacity not be dealt with in a) or b), compensation will be governed by the extent to which normal physical capacity is impaired, solely in accordance with medical considerations.
 - Should the accident have affected several physical or mental functions, the degrees of invalidity governed by 2 a) to c) will be added together up to maximum compensation of 100 %.
- Should the accident have affected a physical or mental function that was already permanently impaired beforehand, a deduction equivalent to this previous invalidity will be made. This will be calculated in accordance with no. 2.
 - There will be no entitlement to invalidity benefit should death occur as a result of the accident within a year.
 - Should the insured person die for reasons unrelated to the accident within a year or more than a year after the accident and should he / she have been entitled to invalidity benefit, compensation will be paid in accordance with the degree of invalidity that would have been anticipated on the basis of the most recent medical finding made.

§ 5 What restrictions are benefits subject to?

- Should illnesses or handicaps have also played a role in the damage to health caused by the accident or its consequences, compensation will be reduced in accordance with the share accounted for by this illness or infirmity, provided that this share is at least 25 %.
- Unless anything different has been agreed in the Contractual Data, a maximum of 10 % of the relevant sum insured will be paid in the event of death or invalidity as a result of frostbite, see § 1 no. 2.
- Should several persons covered by the insurance policies referred to in the Contractual Data have been injured as a result of the insured event and should the total amounts insured exceed the amount referred to in the Contractual Data, AWP's total compensation for all the insured persons collectively will be limited to this amount. The agreed sum insured for each individual person will be reduced in accordance with this relationship.
- The sums insured referred to in § 3 and § 4 represent the maximum benefits for each cardholder, irrespective of whether the insurance cover is provided by one or more cards referred to in the Contractual Data.
- The amounts insured in the transport business travel accident insurance and foreign business travel accident insurance represent the maximum benefits for both types of insurance. They are not cumulative in the event of several claims during the same business trip.

§ 6 What must be done after an accident has occurred (obligations)?

The insured person is required

- to have himself examined by doctors appointed by AWP; AWP will pay the necessary costs of the examination including any loss of earnings incurred as a result;
- to release the doctor treating the insured person or assessing his / her condition, other insurers and public authorities from the obligation to confidentiality.

§ 7 When does AWP pay insurance benefits on account of permanent invalidity?

- As soon as AWP has received the documents that must be submitted to prove the cause and the consequences of the accident and on the conclusion of the healing procedures required in order to determine invalidity, it is required to state within three months whether and for what amount it recognises a claim.
- Should AWP acknowledge the claim, the insurance benefit will be paid within two weeks.
- Invalidity benefit can be claimed prior to the conclusion of treatment within a year of the accident solely up to the sum insured in the event of death.
- The insured person and AWP are entitled to have the degree of invalidity re-assessed by a doctor every year for a maximum period of three years subsequent to the accident. This right must be exercised prior to the deadline. Should the final examination establish a higher invalidity benefit than AWP has already provided, the additional amount will earn interest at the rate of 5 % per annum.

Additional provisions applicable to all forms of insurance

How to make a complaint:

Our aim is to offer first-class benefits. It is also important to us to deal with your concerns. Please let us know directly should you not be satisfied with our products or services. You can send us your complaints on contractual matters or concerning claims by every method of communication. You can reach us by telephone at +49.89.6 24 24-460, by e-mail at service-reise@allianz.com or by post at AWP P&C S.A., Complaints Management, Bahnhofstraße 16, D - 85609 Aschheim (bei München). You will find more detailed information on our complaints procedure under www.allianz-reiseversicherung.de/beschwerde. We do not participate in dispute resolution proceedings before a consumer arbitration board.

You can also address complaints on all types of insurance to the responsible German regulatory agency: Bundesanstalt für Finanzdienstleistungsaufsicht (BaFin), Graurheindorfer Straße 108, D-53117 Bonn (www.bafin.de).

The contractual relationship is subject to German law unless this contradicts international law. The policyholder or persons insured may pursue claims arising from the insurance contract with the court responsible for the insurer's head office or branch office. Should the policyholder or insured person be a natural person, claims may also be pursued before the court in the area in which the policyholder or insured person has his permanent residence or, in the absence of a permanent residence, has his habitual place of abode at the time the complaint is lodged.

General information in the event of a claim

What must be done in the event of a claim?

The insured person is required to keep the damage as low as possible and to provide evidence. Be sure therefore under all circumstances to keep appropriate evidence on how the damage occurred (e.g. confirmation of damage, attest) and on the extent of the damage (e.g. invoices, supporting documents).

What must you be aware of in the event of claims under the Transport Business Travel Accident Insurance and the Foreign Business Travel Accident Insurance?

Please note the names and addresses of witnesses who observed the accident. Make sure you receive a copy of the police report should the police be involved in investigations. Notify AWP and submit these documents and information together with your claim report.

Data Protection

In accordance with Art. 13 of the General Data Protection Regulation (GDPR), we are informing you about the processing of your personal data by AWP P&C S.A., Niederlassung für Deutschland (Germany Branch), and about your rights under the data protection law.

1. Who is responsible for processing your personal data?

Responsibility for processing your personal data rests with

AWP P&C S.A.
Niederlassung für Deutschland
(Germany Branch)
Bahnhofstrasse 16
D-85609 Aschheim (bei München)

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.

2. For what purpose is your data processed, and on what legal basis does this take place?

a) 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 submit an application for insurance cover, we will require the information provided by you in this regard, in order to conclude the contract and to estimate the risk assumed by us. If the insurance contract comes into existence, we will process this data for the implementation of the contractual relationship, such as for invoicing purposes. We require information about the damage/loss in order to be able to assess if an insured event has occurred and determine the extent of this damage/loss.

It is not possible to conclude and implement the insurance contract without processing your personal data.

Art. 6 section 1 b) GDPR constitutes the legal basis for the processing of personal data for pre-contractual and contractual purposes.

We will also process your data for the purposes of the legitimate interests pursued by us or by third parties (Art. 6 section 1 f) GDPR). This can particularly be the case:

- for ensuring IT security and IT operation,
- for marketing our own insurance products, and for conducting marketing and opinion polls,
- for the prevention and investigation of criminal activities; in particular we use data analyses for the detection of facts that could indicate insurance fraud.

We also process your personal data in order to fulfil other statutory obligations, such as regulatory stipulations, as well as retention obligations imposed by commercial and tax law regulations. The legal basis of the data processing in this case, is provided by the relevant statutory regulations in conjunction with Art. 6 para. 1 c) GDPR.

If we intend to process your data for any purpose other than those described above, we will notify you in advance within the framework of the statutory regulations.

b) What applies to special categories of personal data, especially health-related data?

There are special safeguards on the processing of special categories of personal data, of which health-related data is one. As a rule, processing is possible only if you have consented, or if one of the legally defined situations exist (Art. 9 section 2 GDPR).

aa) Processing of your special categories of personal data

In many cases, in order to examine the benefit entitlement, we require personal data belonging to a special category. This includes health-

related data, for example. If, in connection with a specific insurance claim, you provide us with such data together with a request to examine the case and process the claim, you are explicitly permitting us to process your health-related data as necessary in order to process the insurance claim. We will remind you again separately of this fact by way of the claims form.

The consent may be withdrawn at any time, taking effect for the future. However, please be informed that it may no longer be possible to examine our duty to indemnify as a result of the insured event. If the insurance claim has already been processed, it may be the case that the data cannot be deleted for statutory retention periods, for example.

bb) Requesting health-related data from third parties in order to examine the duty to indemnify

In order to examine our duty to indemnify, it may be necessary for us to check information concerning your state of health, as provided by you in substantiating claims, or which is evident from documents submitted (e.g. invoices, prescriptions, reports) or statements, e.g. from a doctor or other member of a 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 to enable the duty to indemnify to be examined.

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 medical information, and whether to release the named persons or institutions and their employees from their duty of non-disclosure, and if you agree to the communication of your medical data to us, or if you want to personally provide the necessary documentation.

3. 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 or re-insurers.

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).

4. For how long will we store your data?

We will store your data for the period during which claims may be made against our company (statutory retention period from 3 to 30 years). We will also store 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 amount to 10 full years in these cases.

5. What are your rights?

You have the right to be informed about all of the information stored by us, and to demand that incorrect data be corrected. Under certain conditions, you also have the right to deletion of data, the right to object to processing, the right to 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 regard. You are also entitled to raise objections with a data protection supervisory authority.