

General and special insurance conditions for the "Tested Flights Care" insurance

2020



Valid as from: 12/11/2020
Status: 19/11/2020

General insurance conditions for the "Tested Flights Care" insurance

Dear insured,

With the following terms and conditions, we, Inter Partner Assistance S.A., wish to inform you of the regulations that apply to the contractual relationship between Deutsche Lufthansa AG (hereinafter referred to as the "Policyholder") and us as the Insurer. Deutsche Lufthansa AG is the Policyholder of the group insurance contract concluded with us, which is also binding for you as an insured person. Because of your function as an insured person, we would ask you in particular to observe the obligations to be fulfilled in the event of a claim, as otherwise our obligation to pay benefits may be reduced or cancelled altogether.

These insurance conditions shall be valid as from 12/11/2020. They will apply to all bookings or rebookings for Covid-19 Tested Flights made in the period between 12/11/2020, 00:00 CET and 31/12/2020, 24:00 CET.

I. Object of the contract

The object of the group insurance contract is the insurance cover for passengers of a Covid-19 Tested Flight operated by Lufthansa (for flights from, to or within Germany), Austrian Airlines (for flights from, to or within Austria), SWISS (for flights from, to or within Switzerland) or Brussels Airlines (for flights from, to or within Belgium), as described in the general and special sections below and provided that the tickets of this flight were issued to the insured person or rebooked during the above-mentioned period.

II. Commencement and duration of the insurance cover

Insurance cover commences with the effective booking or rebooking of a ticket for a Covid-19 Tested Flight from Lufthansa (for flights from, to or within Germany), Austrian Airlines (for flights from, to or within Austria), SWISS (for flights from, to or within Switzerland) or Brussels Airlines (for flights from, to or within Belgium), and the conclusion of the corresponding contract of carriage by air, but no earlier than with the start of the journey or, in case of the medical assistance cover (see section 3) no earlier than 48 hours before the start of the journey. Covid-19 Tested Flights are selected by the Lufthansa Group, these flights are covered by this insurance. In the case of insured events that occur before the commencement of insurance cover, benefits will not be paid. In any event, the insurance cover will end with the cancellation of the ticket for the Covid-19 Tested Flight or with the effective date of the termination of the contract of carriage by air between Lufthansa, Austrian Airlines, SWISS or Brussels Airlines and the customer.

The insurance cover will end on the completion of the journey or 30 days after the start of the journey at the latest. Trips lasting longer than 30 days are not insured. The return journey must take place before 31/01/2021 as scheduled.

The insurance cover shall apply worldwide. The insured person must be resident within the European Economic Area. For flights within the European Economic Area, persons who do not have their official residence within the European Economic Area are also insured.

III. Definitions

- Doctor

A doctor is a medically trained and licensed practitioner of medicine after obtaining a medical license.

- Austrian Airlines

Austrian Airlines refers to Austrian Airlines AG, with its registered office at Office Park 2, PO box 100, 1300 Vienna, Austria.

- Brussels Airlines

Brussels Airlines refers to Brussels Airlines SA/NV, with its registered office at Airport bld 26 box 1b.5, General Aviation - Ringbaan, 1831 Diegem, Belgium.

- Covid-19 Tested Flights

Covid-19 Tested Flights refer to a flight operated by Lufthansa, Austrian Airlines, SWISS or Brussels

Airlines, for which all passengers on the flight participate in a Covid-19 antigen test before departure or need to show a negative PCR-Test that was done less than 48 hours before departure. To be eligible for cover, the passenger has to follow the regulations for a Covid-19 Tested Flight set out by the respective airline.

For Covid-19 Tested Flights, the benefits of these insurance conditions also apply in the country which the insured person is travelling from, i.e. in the country in which the insured person has his official residence, provided that the benefits of this insurance are not provided by a third party in that country (e.g. health insurance). The benefits for domestic flights may differ from those for international flights, please refer to the special terms of insurance for details.

- EEA / European Economic Area

This refers to the countries of the European Economic Area. The following countries belong to the European Economic Area:

Belgium, Bulgaria, Denmark, Germany, Estonia, Finland, France, Greece, Ireland, Italy, Croatia, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Austria, Poland, Portugal, Romania, Sweden, Slovakia, Slovenia, Spain, Czech Republic, Hungary, Cyprus, Iceland, Liechtenstein, Norway

Only persons with an official residence in a country of the European Economic Area can be insured. Furthermore, persons with a residence in the United Kingdom are also considered insured persons until 31.12.2020. When the United Kingdom withdraws from the European Single Market and the customs union, persons with a residence in the United Kingdom are no longer considered insured persons.

- Flights operated by Lufthansa / Austrian Airlines / SWISS / Brussels Airlines

This refers to flights with official flight numbers of Lufthansa (starting with LH), Austrian Airlines (starting with OS), SWISS (starting with LX) or Brussels Airlines (starting with SN).

- Government ordered quarantine

For the purposes of these terms and conditions, a government ordered quarantine is a legal order for compulsory isolation issued by a local government authority to a person if that person is identified as carrying Covid-19 or is in close contact with confirmed cases of Covid-19. Written confirmation from the government authority of the type and period of quarantine must be obtained from the government authority to justify the reimbursement of costs.

A general recommendation by the local government or authority of the country of travel to isolate oneself for a few days, which applies generally or largely to parts or the entirety of a group of people, to passengers of a means of transport or ship, or to geographical areas, or which is based on where the insured person is travelling to, from or through which area he/she is travelling, shall not be deemed to be a government ordered quarantine for the purposes of these conditions.

- Group insurance contract

The policyholder has concluded a group insurance contract with us. The group insurance contract is a special form of insurance contract. You will be automatically registered for the group insurance contract if a flight ticket for a Covid-19 Tested Flight is issued to you by the policyholder, or if such a ticket is rebooked by you.

- Medical condition

The medical condition is defined as the sum of all pre-existing symptoms and pre-existing conditions on the basis of which the insured person requires consultation and/or treatment by a doctor or healthcare professional prior to commencement of the journey.

- Medically necessary repatriation

A repatriation will be medically necessary if there is a medical shortage at the place of travel. A medical shortage means that the medical care on site does not correspond to the standard in Germany or to the standard in the country of residence of the insured person. Our medical staff shall be responsible for assessing whether there is an undersupply.

- Obligations

The insurer will provide benefits if the prerequisites for a claim under the insurance conditions are met. As an insured person, you have obligations to cooperate in your own interest (obligations) so that the insurer can examine the claim. If these obligations are not fulfilled, the insurer may not be

obliged to provide benefits, or only provide some of them. Such obligations are explained in the conditions of insurance.

- Travel

For the purposes of these terms and conditions of insurance, travel is deemed to be private or business trips (lasting up to 30 days) abroad, i.e. to a country in which the insured person has no official residence.

For Covid-19 Tested Flights, domestic travel is also considered insured. The benefits for domestic flights may differ from those for international flights, please refer to the special terms of insurance for details.

Both package tours as well as individually booked transport or rental services are deemed to be an insured travel. All travel components and individual services that are used in a coordinated manner in terms of time and place shall be deemed to be one trip.

The scheduled return journey must take place before 31/01/2021. Trips with a later return date will not be insured.

- Travel service

Travel services within the meaning of these conditions are flights, package tours, accommodation, the provision of a rental car and similar services.

- SWISS

SWISS refers to SWISS International Air Lines AG with its registered office at Malzgasse 15, 4052 Basel, Switzerland.

- Unexpected illness

An illness will be considered to be unexpected if it occurs for the first time after the start of the journey and if the concrete symptoms of the illness prevent the start of the journey or the continuation of the journey or the scheduled termination of the journey.

- Unexpected worsening of already existing illnesses

Deteriorations of already existing illnesses will be considered to be unexpected if no treatment has been given in the last six months before the start of the journey, with the exception of routine examinations.

- Insured persons / Co-insured persons:

If you have your official residence within the European Economic Area and if a valid flight ticket for a Covid-19 Tested Flight has been issued to you or been rebooked during the period from 12/11/2020 to 31/12/2020 by Lufthansa (for flights from, to or within Germany), Austrian Airlines (for flights from, to or within Austria), SWISS (for flights from, to or within Switzerland) or Brussels Airlines (for flights from, to or within Belgium), you will be an insured person. You will then be insured in accordance with the provisions of the group insurance contract and the terms and conditions of insurance and will also be referred to as "you" in the following text. For flights within the European Economic Area, persons who do not have their official residence within the European Economic Area are also insured.

Family members of the insured person are considered to be co-insured persons, provided that you book and start the trip together. Family members within the meaning of these conditions are spouses and partners, provided that you live with the insured person at the common main residence, as well as dependent children of the insured person or his/her spouse or partner, up to the age of 25. These dependent children don't have to be living at the common main residence of the parents.

- Insured event:

An insured event is the event that gives rise to our obligation to perform. The event must occur during the term of the insurance cover.

- Policyholder:

The policyholder is Deutsche Lufthansa AG (also referred to as "Lufthansa"), Airporting, 60546 Frankfurt am Main. The policyholder is our contractual partner as insurer and also your contractual partner as insured person.

- Intentionally:

You act intentionally when you do something intentionally or with willpower. This must be done knowingly. This will be the case, for example, if you consciously hurt yourself.

IV. Sanction clause

Notwithstanding the other contractual provisions, insurance cover shall only exist insofar and for as long as this is not opposed by any economic, trade or financial sanctions or embargos of the European Union or of the Federal Republic of Germany (sanction regulations) directly applicable to the policyholder or the insured person. This shall also apply to economic, trade or financial sanctions or embargos imposed by the United States of America with regard to Iran, insofar as this is not opposed by European or German legal regulations.

V. Insurer

The Insurer is:

Inter Partner Assistance S.A.
Avenue Louise 166
1050 Brussels
Belgium

Commercial register (RPR) Brussels: No. BE 0415591055.

The following companies are entrusted with the handling of assistance and insurance services:

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

and

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

and

AXA Travel Insurance
106-118 Station Road
The Quadrangle
Redhill RH1 1PR
United Kingdom

VI. Applicable law and place of jurisdiction

The claims arising from the group insurance contract shall be subject to German law. The court in whose district we have our registered office (Cologne) or the court in whose district the insurance cover was taken out shall be competent for claims against us under the insurance contract. In addition, the court in whose district the insured person has his or her place of residence or - if there is no such place of residence – his or her habitual abode at the time the action is brought shall also have jurisdiction. If the place of residence of the insured person is outside the Federal Republic of Germany, the court responsible for the location of our registered office in Cologne shall have jurisdiction.

VII. Declarations, notifications and damage reports

In case of declarations, notifications and damage reports, please contact:

Lufthansa Group Versicherungsservice
c/o Inter Partner Assistance Service GmbH
Große Scharrnstraße 36
15230 Frankfurt a. d. Oder

Tel.: +49 (0) 221 8024 71 869

Fax: +49 (0) 221 8024 71 773

E-Mail: TFC_Schaden@axa-assistance.de (with regard to damage reports)

TFC_Assistance@axa-assistance.de (with regard to Assistance services)

VIII. Use of your personal data

For the purposes of this group insurance contract, Inter Partner Assistance S.A. is the data protection officer in accordance with Article 24 of the General Data Protection Regulation (GDPR). Following the terms and conditions of the insurance policy, you will find the data protection information in accordance with Article 13 of the GDPR of Inter Partner Assistance S.A.

1. Insurance conditions for medical repatriation under the "Tested Flights Care" insurance

1.1. Object of contract

The object of the medical repatriation is the insurance cover described below for the holder of a ticket for a Covid-19 Tested Flight of Lufthansa, Austrian Airlines, SWISS or Brussels Airlines.

1.2. Commencement and termination of insurance cover

The insurance cover commences at the agreed point in time in accordance with Clause II of the General Terms and Conditions, but not before crossing the border abroad. A trip in this sense is any absence from the official residence of the insured person up to a maximum period of 30 days. The national territory in which the insured person has his or her official residence shall not be deemed to be a foreign country. If the return journey is not possible by the end of the insurance cover for medical reasons, the obligation to provide benefits for insured events requiring compensation shall be extended beyond the agreed period, but to a maximum of 365 days.

The official residence of the insured person is in the country where the insured person is assessed for tax purposes. In case that the insured person has an official residence in several countries, these countries will also be excluded from insurance cover.

In the case of domestic flights, the costs of PCR tests (see section 1.3.7) are also covered, unless they are covered by third parties (e.g. health insurance companies).

1.3. Scope of insurance

1.3.1 The insurer shall provide insured persons with insurance cover for the medical treatment costs for unforeseen infections with the SARS-COV-2 virus and the resulting Covid-19 disease. Medical treatment costs for other illnesses or accidents are not covered.

1.3.2 In the event of an insured event occurring during the trip abroad, the insurer shall reimburse any expenses incurred for the medical treatment and, if necessary, provide other agreed services, including:

- (a) for medicinal products, dressings and remedies, if they have been prescribed by a doctor;
- (b) for medically prescribed aids, to the extent that they are necessary for the first time as a result of illness.

1.3.3 On your behalf, we will organise medical repatriation from the place of travel to your country of residence and will bear the costs of this repatriation. The requirements for medical repatriation are described in Paragraph 1.3.4. The infection with the SARS-COV-2 virus and the resulting Covid-19 disease leading to medical repatriation must have occurred unexpectedly and cannot have been caused through intent or gross negligence.

1.3.4 The following shall apply to the costs of return transport and transfer costs in the event of illness with the coronavirus (COVID-19):

- a) The costs for the return transport of an insured person will be covered if this is medically necessary and medically ordered and takes place to the official residence of the insured person or to a suitable hospital that is nearest to this residence.
- b) If an insured person dies during the trip abroad, the transfer costs will be covered. Transfer costs are the direct costs of transferring the body of an insured person to the official residence of the insured person known to the insurance company.
- c) At the request of the surviving dependants of the insured person, the insurer shall alternatively also cover the costs of a burial on site, up to the amount of the expenses that would have been incurred in the event of a transfer.
- d) If, after restoration of transportability, the insured person objects to medical repatriation to the official residence or to the nearest suitable hospital at the official residence, the obligation of the insurer to provide benefits shall end on the day of the objection by the insured person.

1.3.5 The insurer will cover the costs of a PCR test in the country of travel if, following an official body temperature check at the destination airport, the insured person has to undergo a PCR test due to abnormal values, or if the PCR test is ordered by a doctor. From the time the test is taken until the time the test result is obtained, the insurer will additionally cover the costs of conventional Mouth and nose masks up to EUR 25.

1.3.6 The insurer shall bear the costs of a PCR test upon return to the country of residence of the insured person, provided that the country of travel, after commencement of the journey, has been declared a risk area by either the Federal Foreign Office, an official authority of the federal state in which the insured person is resident or an equivalent authority in the home country of the insured person, and a PCR test is necessary to avoid a longer quarantine.

1.3.7 In the case of domestic flights (Covid-19 Tested Flights), the insurer will cover the costs of PCR tests if the Covid-19 antigen test is positive. The costs are only covered if they are not covered by third parties (e.g. health insurance companies).

1.4. Exclusions

There shall be no obligation to perform:

1.4.1 In the event of a medical condition known in advance which was known to the insured person at the start of the trip. This includes in particular medical conditions, due to which the insured person:

- a) had hospitalisation during the previous 12 months.
- b) Expects test results or is on the waiting list for an operation, consultation or examination.
- c) Has started to take medication or has changed medication or started treatment within the last three months.
- d) Requires a medical, surgical or psychiatric examination every 12 months or more frequently.
- e) Has been diagnosed as "incurable" and/or "chronic", unless there is an unexpected worsening of a pre-existing chronic or incurable disease.

1.4.2 When travelling against the advice of a practicing doctor.

1.4.3 For illnesses and their consequences caused by acts of war or civil unrest. However, insurance cover will be provided and service will be offered if the event occurs unexpectedly after the start of the journey. The insurance cover will expire at the end of the seventh day after the start of the event. The consequences of active participation in one of such events shall be excluded from insurance cover.

1.4.4 In areas for which the Federal Foreign Office (or the respective official agency of the country in which the insured person's place of residence is located) has officially issued a travel warning at the time of commencement of the trip, there is in principle no insurance cover. However, costs directly related to a COVID-19 illness will be covered under this contract within the normal scope of insurance. However, insurance cover will be provided and service will be offered if an event that led to a travel warning occurs unexpectedly after the start of the trip. The insurance cover will expire at the end of the seventh day after the travel warning has been issued. Countries with advice against all travel remain excluded from insurance cover.

1.4.5 For knowingly and/or intentionally induced illnesses including their consequences.

1.4.6 For spa and sanatorium treatments as well as for rehabilitation measures.

1.4.7 For outpatient treatment in a spa or sanatorium.

The restriction shall not be waived if, during a temporary stay, medical treatment is required due to a medical condition independent of the purpose of the stay.

1.4.8 For hazards of nuclear energy or other ionising radiation.

1.4.9 For scientifically unrecognised examination or treatment methods and medicinal products.

1.4.10 For illnesses, the treatment of which abroad was the sole reason or one of the reasons for the trip.

1.4.11 For damages caused by attempted suicide and its consequences as well as by completed suicide.

1.4.12 For damages caused by the insured person through or during the deliberate execution of a criminal offence or the deliberate attempt to commit a criminal offence.

- 1.4.13 For damages incurred in the practice of risky and extreme sports and motor sport races which among other things aim at the achieving of top speeds.
- 1.4.14 Medical repatriations to a country outside the European Economic Area and Switzerland shall be excluded.
- 1.4.15 We do not cover any medical treatment costs or medical care for diseases that cannot be attributed to the Covid 19 disease.

1.5. Sum insured

The insurer shall be liable up to a maximum indemnification of 100,000 EUR.

1.6. Rights in the event of damage

1.6.1 Claims against third parties:

If, in connection with the insured event, the insured person has claims for damages of a non-insurance-related nature against third parties, the insured person will be obliged, notwithstanding the statutory subrogation in accordance with § 86 VVG, to assign these claims to the insurer in writing up to the amount of the reimbursement of costs under the insurance contract. If the insured person waives such a claim or a right serving to secure such claim without the consent of the insurer, the insurer shall be released from the obligation to provide benefits to the extent that he could have demanded compensation from such claim or right.

1.6.2 Claims to insurance benefits may neither be assigned nor pledged.

1.7. Obligations in the event of damage

1.7.1 Any hospital treatment must be notified to the insurer immediately after commencement of the treatment using the contact details listed in Clause VII of the General Conditions.

1.7.2 Damage shall be kept to a minimum and unnecessary costs shall be avoided.

1.7.3 At the request of the insurer, the insured person shall provide any information necessary to determine the insured event or the insurer's obligation to pay benefits and the scope thereof.

1.7.4 At the request of the insurer, the insured person shall be obliged to have himself/herself examined by a doctor appointed by the insurer.

1.7.5 In addition, the insured person shall be obliged to enable the insurer to obtain necessary information (in particular to release the treating physicians from their duty of confidentiality).

1.7.6 If a contractual obligation to be fulfilled with regard to the insurer is intentionally breached, the insurer will be released from the obligation to pay benefits. In the event of a grossly negligent breach of an obligation, the insurer will be entitled to reduce the benefit in proportion to the severity of the fault. If it can be proven that the obligation was not violated due to gross negligence, the insurance cover will remain in force. The insurance cover shall also remain in force if it can be proven that the breach of the obligation was not the cause of either the occurrence or establishment of the insured event nor of the establishment or scope of the benefit. The knowledge and fault of the insured person shall be equivalent to the knowledge and fault of the policyholder.

1.8. Subsidiarity

If there is an entitlement to benefits from health, accident or pension insurance, to statutory curative care, accident care or to benefits by another party liable to pay compensation, the insurer will only be liable to pay benefits for the amount in excess of the indemnifier's obligation to pay for the necessary expenses.

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

2. Insurance conditions for the holiday guarantee within the framework of the "Tested Flights Care" insurance

2.1. Object of contract

The object of the holiday guarantee is the insurance cover described below for the holder of a ticket for a Covid-19 Tested Flight of Lufthansa, Austrian Airlines, SWISS or Brussels Airlines.

2.2. Insured damage events

Insurance cover exists for the following damage events:

- 2.2.1 Following an official body temperature check at the destination airport, the insured person or co-insured person is prevented from entering the country of travel due to abnormal values.
- 2.2.2 The insured person or co-insured person is infected with the coronavirus (COVID-19) after commencing the trip.
- 2.2.3 The insured person or co-insured person must enter a government ordered quarantine in the country of travel due to an actual or suspected infection with the coronavirus (COVID-19) and for this reason cannot return to the country of his or her official residence at the planned time.
- 2.2.4 The insured person or co-insured person is tested positive by the Covid-19 antigen test during a Covid-19 Tested Flight. A positive antigen test is not considered a loss event if it occurs at the first airport of the trip, this airport is also within a reasonable distance (less than 100km) of the place of residence of the insured person and the insured person has the option to either return to her place of residence with her own vehicle or get picked up.
- 2.2.5 The insured person or co-insured person is affected by a Covid-19 infection and as a result is no longer fit to travel or cannot reasonably be expected to complete the trip as planned after general life experience. The insurance benefits described in 2.3.6 shall exclusively apply to this claim.

2.3. Scope of insurance

- 2.3.1 Any insurance benefit has to be agreed with us in advance by telephone. Costs not reported to us in advance will not be covered.
- 2.3.2 If a flight has to be rebooked as a result of an insured damage event, we will reimburse the insured person for any rebooking fees incurred up to an amount of EUR 50.
- 2.3.3 If a return journey on a Lufthansa Group flight is not possible within 72 hours due to unavailability, we will reimburse the costs of a return ticket with another airline up to an amount of EUR 500.
- 2.3.4 We will reimburse the accommodation costs of an extended stay due to quarantine or lockdown as well as additional accommodation costs including meals due to quarantine up to 175 EUR/night and up to a maximum of 14 nights. We will only pay for additional accommodation costs that are not covered by third parties (e.g. tour operators or authorities that have ordered a lockdown). The price of the accommodation booked for this additional accommodation must not differ significantly from the previously booked accommodation.
- 2.3.5 In the case of a Covid-19 Tested Flight, as an alternative to the benefits under 2.3.4, the insurer will reimburse the cost of a hire car up to a total of EUR 500 to enable the insured person to drive back to his place of residence in the hire car instead of having to go to quarantine at the place of travel and wait there for the result of his PCR test (see 1.3.7). This benefit is only permissible if there are no official regulations at the place of travel or at the place of residence of the insured person that prevent this. In addition, the distance between the place of travel and the place of residence may not exceed 250 km. In addition, this benefit can only be offered as an alternative to 2.3.4. Simultaneous use of the benefits under 2.3.4

and 2.3.5 is not possible.

2.3.6 In the event of a claim in accordance with 2.2.5, we will reimburse the return travel costs as well as any other additional costs that can be proven to have arisen due to an interruption of the journey, provided that arrival and departure are made by using insured Lufthansa, Austrian Airlines, SWISS or Brussels Airlines tickets; this shall also apply in the event of subsequent return.

When reimbursing these costs, the type and class of the means of transport, accommodation and meals will be based on the quality booked. If, in contrast to the booked journey, the return journey by air is required, only the cost of a seat in the simplest class of aircraft will be reimbursed.

Medical expenses, costs for accompanying persons as well as costs for the repatriation of a deceased insured person shall not be covered.

A trip interruption in case of a Covid-19 Tested Flight is only insured if the positive Covid-19 antigen test takes place before the return flight and the Covid-19 infection is proven by a subsequent positive PCR test.

2.3.7 Our total coverage for all services under sections 2.3.2 to 2.3.6 is limited to EUR 3,500 per trip.

2.4. Exclusions

2.4.1. In areas for which the Federal Foreign Office (or the respective official agency of the country in which the insured person's place of residence is located) has officially issued a travel warning at the time of commencement of the trip, there is in principle no insurance cover. However, costs directly related to a COVID-19 illness will be covered under this contract within the normal scope of insurance. However, insurance cover will be provided and service will be offered if an event that led to a travel warning occurs unexpectedly after the start of the trip. The insurance cover will expire at the end of the seventh day after the travel warning has been issued. Countries with advice against all travel remain excluded from insurance cover.

2.4.2. The insurer will be released from the obligation to provide benefits if the insured event was foreseeable for the insured person at the start of the journey or was deliberately brought about by the insured person. If the insured person causes the insured event through gross negligence, the insurer will be entitled to reduce its benefits in proportion to the severity of the fault of the insured person.

2.4.3. Travels that are made against the advice of a practising doctor will be excluded from insurance cover.

2.4.4. The insurer will only pay for costs which are not covered by third parties (e.g. tour operators or authorities).

2.4.5. The insurer shall not be liable for quarantine costs incurred if the holiday country prescribes quarantine after entry for all persons entering the country and if the insured person must have been aware of this fact before commencing the trip.

2.4.6. The benefits referred to in 2.3 are based on the local conditions in the holiday destination. We will of course endeavour in every situation to find a solution to the situation of the insured person. However, if a benefit cannot be provided due to local circumstances, our obligation to provide benefits shall not apply.

2.4.7. There will be no insurance cover in the event of a concerted state repatriation operation. A concerted state repatriation operation within the meaning of these Terms and Conditions means a state-initiated repatriation of all travellers of one nationality from one or more areas to the country of residence.

2.4.8. A positive antigen test (see section 2.2.4) is not deemed to be a loss event, provided that it occurs at the first airport of the trip, this airport is also within a reasonable distance (less than 100km) of the place of residence of the insured person and the insured person has the option to either return to her place of residence with her own vehicle or get picked up. In this case,

the insured person or the co-insured person is responsible for organising his or her own tests or the corresponding quarantine measures. In this case, the rebooking of the ticket will be arranged by the respective airline.

2.4.9. A travel curtailment claim (see point 2.3.6) cannot be caused by a positive covid-19 antigen test at the airport of departure or before the start of the trip.

2.5. Rights in the event of damage

2.5.1. The insured person shall be entitled to exercise his or her rights in the event of a claim.

2.5.2. If the reason and amount of the insurer's obligation to pay benefits have been determined, the compensation sum shall be paid within two weeks of receipt of the insurer's notice of payment by bank transfer to a bank account to be specified by the insured person.

2.6. Obligations in the event of damage

2.6.1. The insured person shall be obliged:

- a) to notify the insurer without delay of the occurrence of an insured event and to take appropriate measures to minimise the loss,
- b) to provide the insurer with any relevant information requested and provide him with all necessary documents, in particular medical certificates and documents relating to the infectious disease suffered during the holiday,
- c) to release the doctors from their duty of confidentiality with regard to the insured event, insofar as this request can be fulfilled with legal effect.

2.6.2. If a contractual obligation to be fulfilled with regard to the insurer is intentionally breached, the insurer will be released from the obligation to pay benefits. In the event of a grossly negligent breach of an obligation, the insurer will be entitled to reduce the benefit in proportion to the severity of the fault. If it can be proven that the obligation was not violated due to gross negligence, the insurance cover will remain in force. The insurance cover shall also remain in force if the ticket holder proves that the breach of the obligation was not the cause of either the occurrence or the establishment of the insured event nor of the establishment or the scope of the benefit.

2.7. Subsidiarity

If the insured person is entitled to benefits under other insurance policies (e.g. travel cancellation and curtailment insurance in the travel or rental agreement), the insurer will only be liable to pay benefits for the amount in excess of the indemnifier's obligation to pay for the necessary expenses.

3. Medical Assistance within the framework of the "Tested Flights Care" insurance

3.1. Object of the Assistance

The object of the assistance services are the services described below for the holder of a ticket for a Covid-19 Tested Flight of Lufthansa, Austrian Airlines, SWISS or Brussels Airlines.

3.2. Assistance services

If the ticket holder has any questions regarding health matters abroad or the preparation of a trip, medical professionals will be available to advise the ticket holder.

The consultation includes:

- a) Information and tips on the topics "vaccination" and "tropical medicine".
- b) Information on the nature and spread of diseases in places of travel.
- c) Information and tips on compiling the first-aid kit for specific destinations.
- d) Information and tips on general medical precautions.
- e) Information and tips on identical or comparable medicines abroad.
- f) Information and tips on outpatient and inpatient treatment options abroad.

g) General counselling of patients at risk abroad.

The doctors and medical staff cannot diagnose or treat diseases over the telephone. The consultation does not replace a necessary visit to the doctor.

The information about the service providers in the medical field is based on the medical requirements of the individual case and on objective criteria (professional qualification, local proximity, technical equipment of the practice, etc.). If possible, at least three providers will be named. Interventions in the medical freedom of therapy will not be made.

4. Telemedical assistance within the framework of the "Tested Flights Care" insurance

4.1. Object of the Assistance

The object of the assistance services are the services described below for the holder of a ticket for a Covid-19 Tested Flight of Lufthansa, Austrian Airlines, SWISS or Brussels Airlines.

4.2. Assistance services

In case you feel unwell during your trip and are unsure whether you can continue your travel, the insurer offers you the opportunity to talk to a doctor to discuss your symptoms. The doctor will make a diagnosis and make a recommendation for further steps if the symptoms allow it and if it is medically justifiable. Such a diagnosis or recommendation should give you an orientation for the further procedure and offer you and your fellow travellers security for the remaining travel time.

A consultation by the referred doctor is possible in German and English. In English, a consultation can take place around the clock, in German on weekdays (except on public holidays) from 8 a.m. to 9 p.m. Video consultations are only possible in English and can only be booked via the "Doctor Please!" app.

You can take advantage of telemedical assistance by telephone or via app. For a telephone consultation, please call the insurer on +49 (0) 221 8024 71 869. The insurer will then arrange an appointment for you and inform you of the time at which you will receive a call back from the doctor.

In the case of telemedical assistance via the "Doctor Please!" app, you can schedule an appointment yourself. The "Doctor Please!" app is available as a free download from the Google Play Store and the Apple App Store. You need an access code for the app, which the insurer will send you. Please note that co-insured dependent children over the age of 18 must set up their own account in this app. The consulting physician can also issue private prescriptions via the app, the costs of which you must pay yourself.

If the doctor during the telemedical assistance determines that your health situation requires a personal visit to a doctor on site to clarify the diagnosis and, if necessary, for further treatment, the telemedical assistance ends. In this case, the doctor arranged by the insurer will recommend that you contact a local medical service provider (doctor, hospital or pharmacy) in order to coordinate further treatment steps with them.

Please note that the insurer does not provide a medical emergency service with this benefit. No immediate treatment or anamnesis is offered. If you have acute symptoms, please always seek local emergency care.

The services of telemedical assistance are limited to telemedical advice for two different diagnoses (illnesses) per trip. For each diagnosis (illness), you can take advantage of telemedical assistance up to two times if necessary.

Telemedical assistance is provided directly by the doctor arranged by the insurer, who is solely responsible for his medical advice.

Within the framework of telemedical assistance, the insurer will not provide any services beyond those described above. With this service, the insurer does not cover the costs of medical treatment or the costs of further medical measures.

4.3. Insured sum

The costs of telemedical assistance are fully covered by the insurer.

Data Protection Information according to Art. 13 GDPR

We would hereby like to inform you about certain aspects of the processing of your personal data within the framework of the group insurance contract under which you are insured as an insured person and in respect of which insurance cover (including assistance services, if applicable) is provided by Inter Partner Assistance S.A. Please note that if we have to process your health-related data, we will need your consent for this. In such a case, we will ask you separately for your consent to the collection and use of health data and for a declaration of release from the confidentiality obligation.

1. Controller

The controller for the processing of your personal data is Inter Partner Assistance S.A., Avenue Louise 166, 1050, Brussels (Belgium), represented by its chief representative.

2. Legal bases and purposes of data processing and categories of recipients of personal data

The processing of your personal data is based on the provisions of the General Data Protection Regulation (GDPR), all applicable data protection laws as well as on the data protection regulations of other laws.

In certain cases, the legal basis for the processing of your personal data is your express consent within the meaning of Art. 6 Sect. 1 a) GDPR, insofar as it has been given to us. This will in particular be the case, if we have to process health-related data. In this case, we will obtain your consent to the processing of such data and to the release from the duty of confidentiality.

In other cases, we process your personal data for the purpose of implementing and processing the rights and obligations arising from the group insurance contract (including any assistance services provided for therein) in accordance with Art. 6 Sect. 1 b) GDPR. These data are partly provided to us by the policyholder of the group insurance contract and partly by you yourself in the event of a claim.

In some cases, we process your data on the basis of a legal obligation within the meaning of Art. 6 Sect. 1 c) GDPR. This concerns, for example, obligations arising from commercial and tax law regulations with regard to the storage of data, from requirements to combat money laundering or from our duty to provide advice. If we wish to process your data on a legal basis other than one of the aforementioned, we will inform you separately in advance.

In exceptional cases, we will process your data to protect your vital interests in accordance with Art. 6 Sect. 1 d) GDPR. Finally, in some cases we will process your data on the basis of legitimate interests of ourselves or third parties within the meaning of Art. 6 Sect. 1 f) GDPR (for example for marketing purposes, for opinion surveys, to prevent criminal offences and to guarantee our IT security). If we process your data on the basis of legitimate interests, you will have the right to object to this data processing at any time for reasons arising from your particular situation.

The data are processed and transmitted for the purpose of implementing the group insurance contract including any assistance services that may be contained therein (hereinafter referred to as "group insurance contract") (i.e., for example, to check whether and to what extent an insured event has occurred) as well as for complying with recording, information and reporting obligations, insofar as this is necessary due to legal obligations in each case, including computer-aided creation and archiving of text documents (such as correspondence, for example) in these matters.

There will be no automated decision making and profiling.

The provision of your personal data is necessary for the assessment of the risk to be insured and, in the event of a claim, for the granting of insurance cover and, if applicable, assistance services. When we request personal data, we will inform you in each case whether this is necessary for the implementation of the insurance cover. This will regularly be the case if the provision of personal data is included in your obligations under the insurance contract. Without these data, we will generally not be able to offer insurance cover nor to provide assistance services.

A transfer of the relevant data in the respective individual case can be made on the basis of the legal provisions or contractual agreement to the following parties:

- tax office;
- banks;
- external service providers and postal services;
- legal counsel;
- public authorities;
- courts and law enforcement agencies;
- reinsurers;
- policyholders of the group insurance contract under which you are insured as an insured person;
- other companies of the AXA Group, such as AXA Assistance Deutschland GmbH and Inter Partner Assistance Service GmbH.

3. Transfer of data to third countries

If we transfer personal data to service providers outside the European Economic Area, the transfer will only take place if the third country has been confirmed by the Commission of the European Union as having an adequate level of data protection or other appropriate data protection guarantees (e.g. binding internal company data protection regulations or EU standard contractual clauses). If you are located in a third country outside the European Economic Area and if you commission us from there to provide insurance or assistance services, we may also transfer personal data, including your health data, to service providers in that country for the purpose of providing and organising our services if you have given us your consent to do so and even in such cases where this is necessary to protect your vital interests or the vital interests of another insured person although you or the other insured person is physically or legally unable to give such consent.

4. Storage period

We will only store your personal data and sensitive information for as long as necessary to fulfil the purposes described above. We may also retain personal data for the time during which claims can be made against us. Finally, we will store your data insofar as we are legally obliged to do so due to corresponding proof and storage obligations, for example due to commercial or tax law regulations or due to the requirements of money laundering law.

5. Your rights

You have the right to request information about the personal data relating to yourself and to have your data corrected or - under certain conditions defined by law - deleted or the processing restricted. You also have a right to data transferability.

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

In addition, you have the right to object at any time, for reasons arising from your particular situation, to the processing of personal data relating to you if such processing is based on the protection of legitimate interests.

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

You can reach us at the following contact details:

Inter Partner Assistance S.A.

Avenue Louise 166
1050, Brüssel (Belgien)

You can contact our Data Protection Officer by post at Inter Partner Assistance S.A., for the attention of the Data Protection Officer, Avenue Louise 166, 1050, Brussels (Belgium) or by e-mail at

dataprotectionenquiries@axa-assistance.co.uk

Our data protection officer will also be available to answer your questions regarding this declaration. If you believe that the processing of your personal data violates data protection regulations, you can complain to the above-mentioned data protection officer or a supervisory authority.

The contact details of the competent supervisory authority are as follows:

Data Privacy Authority
Autorité de protection des données
Gegevensbeschermingsautoriteit
Rue de la presse 35
1000 Brussels

Tel: +32 (0)2 274 48 00
Fax: +32 (0)2 274 48 35
E-Mail: contact@apd-gba.be